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**Y OF NEWTON
ENGINEERING DEPARTMENT**

***CONTRACT FOR COMMUNITY DEVELOPMENT
(M.G.L. Ch. 30, Sec. 39m)***

***PROJECT MANUAL:*
HANDICAP ACCESS IMPROVEMENTS
VARIOUS PARK PATHWAYS
*INVITATION FOR BID #10-50***

MARCH 2010

Setti D. Warren, Mayor

WTON, MASSACHUSETTS
HASING DEPARTMENT
chasing@newtonma.gov
Fax (617) 796-1227

March 29, 2010

ADDENDUM #1
INVITATION FOR BID #10-50

HANDICAP ACCESS IMPROVEMENTS VARIOUS PARK PATHWAYS

THIS ADDENDUM IS TO: 1. **Provide information that was discussed at the Pre-Bid meeting.**
2. **Provide a REVISED set of Federal Wage Rates**

Q1. Is the Completion time ninety (90) or one-hundred twenty (120) days?

A1. Work shall be completed at all three sites within ninety (90) calendar days with work beginning promptly on June 1, 2010 at the Cold Spring Park site with all work, at this site, to be completed by June 25, 2010.

Q2. If it is determined through exploratory excavations that the existing loam will be screened and salvaged from Cold Springs park, will the contractor as part of the contract price be responsible for procuring the Portable Screening Mill, or will the City provide one to use in completing the items that are part of 7 and 7.1?

A2. It is the Contractor's responsibility to provide the portable screening unit (to complete the work described under Item 7 and 7.1).

This is an ARRA funded project. It is the Contractors responsibility to read and understand all of the requirements of these projects, which can be found in the "Supplemental Special Conditions" of this IFB. **Products specified are American made. Contractor's seeking approval for substitutions, in accordance with the 'Or Equal' criteria of the contract, must supply manufacturer's catalog cuts, and manufacturer's contact information, with their bid. It is the City's sole discretion as to whether or not a product will be accepted as an equal to what was specified.**

The work at each independent site shall be entirely completed before the Contractor may commence with any operations at the next designated site.

Cold Springs Park must be completed first. Work shall begin June 1st and be completed by June 25 as stipulated on Sheet 1 of the plan set .

Contractors are advised to scarify the outlying grass areas only after the proposed pathway is in place as a means of mitigating 'mud/tracking' conditions.

The specialty rock-lined swale, located at the Nahanton Park site on the bank of the Charles River, will require a great deal of handwork.

The three (3) boulders at Nahanton Park, which currently serve as parking control devices, will need to be repositioned. (Note: This is an item in the contract.)

The depth of the loam is unknown to us at this time. Therefore the Contractor's first order of operations is to perform exploratory excavations at each site with the Engineer in attendance. The digging of the apertures and the subsequent backfilling activities are to be performed by handworking methods only (Note: This is an item in the contract.)

All other terms and conditions of this bid remain unchanged

PLEASE ENSURE THAT YOU ACKNOWLEDGE THIS ADDENDUM ON YOUR BID FORM

Thank you.
Re Cappoli
Chief Procurement Officer

REVISED 3/25/2010

Newton Community Development Program

LABOR COMPLIANCE/PREVAILING WAGES

Rates Last Modified: March 19, 2010

Rates Current as of March 25, 2010

WAGE SUMMARY

(Heavy)

Job Classification	Federal Wage Rate and Fringes
Bricklayer/Plasterer:	\$44.61 + \$22.95
Cement Mason/Concrete Finisher	\$35.00 + \$25.76
Carpenters:	\$31.69 + \$22.40
Electricians:	\$41.45 + \$24.80
Iron Workers:	\$35.28 + \$23.81
Laborers: (see wage determination for more detailed group definitions)	
Group 1: Laborer, Cement Finisher Tender,	\$26.85 + \$16.35
Carpenter Tender	
Group 2: Asphalt Raker, Drill Operator	
Fence & Guardrail Erector, Mason Tender,	
Pipelaye, Laser Beam Operator	\$27.35 + \$16.35
Group 3: Air-track operator, Curb Setter, Block Paver	\$27.60 + \$16.35
Group 4: Blaster, Powdermen	\$27.85 + \$16.35
Group 5: Flagger	\$20.95 + \$16.35
Group 6: Asbestos/Toxic/Hazardous Waste Abatement	\$28.85 + \$16.35
Line Construction:	
Cableman	\$34.89 + \$7.50 + A
Equipment Operator	\$34.89 + \$11.50 + A
Groundman	\$22.58 + \$7.50 + A
Lineman	\$41.05 + \$14.43 + A
Millwright:	\$30.52 + \$19.83
Piledriverman:	\$37.17 + \$23.55
Plumber:	\$45.22 + \$21.73
Power Equipment Operators: (see wage determination for more groups and detailed group definitions)	
Group 1: Backhoes, Cranes, Loaders, Front-end Loaders	\$38.48 + \$20.84 + A
Concrete Pavers, Post Hole Diggers, Power Shovel	
Group 2: Graders, Mechanics, Rollers, Jack Hammers	\$38.14 + \$20.84 + A
Group 3: Pumps, Concrete Mixers	\$27.84 + \$20.84 + A
Test Boring & Well Drilling	
Driller	\$30.05 + \$17.90 + A
Laborer	\$28.65 + \$17.90 + A
Truck Drivers: (see wage determination for more detailed group definitions)	
Group 1: Pickup Trucks, Panel Trucks, Station Wagons	\$29.63 + \$11.51 + A + B
Group 2: Two Axle Equipment; Forklift Operator	\$29.80 + \$11.51 + A + B
Group 3: Three Axle Equipment	\$29.87 + \$11.51 + A + B
Group 4: Four and Five Axle Equipment	\$29.99 + \$11.51 + A + B
Wrecking Laborers: (more wrecking laborer categories in wage determination)	\$28.50 + \$17.05

This is a SAMPLING of job classifications and corresponding wage rates for your project. A full listing of classifications, rates, and details is contained herein. When using a combination of funds from federal, state, and/or local sources, the HIGHER of the Federal or State Wage will prevail when calculating minimum rates for employees.



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Construction Types: Heavy (Heavy and Marine)

Counties: Barnstable, Bristol, Dukes, Essex, Middlesex,
Nantucket, Norfolk, Plymouth and Suffolk Counties in
Massachusetts.

HEAVY AND MARINE CONTRUCTION PROJECTS

Modification Number Publication Date

0 03/12/2010

1 03/19/2010

BOIL0029-001 10/01/2009

	Rates	Fringes
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BOILERMAKER.....	\$ 38.25	17.04
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BRMA0001-011 03/01/2009

FOXBORO CHAPTER

BRISTOL (Attleboro, Berkley, Dighton, Mansfield, North
Attleboro, Norton, Raynham, Rehoboth, Seekonk, Taunton);
NORFOLK, (Bellingham, Canton, Dedham, Foxboro, Franklin,
Norfolk, Norwood, Plainville, Sharon, Walpole, Westwood,
Wrentham); and PLYMOUTH (Lakeville)

	Rates	Fringes
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Bricklayer/Cement Mason.....	\$ 43.04	22.62
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BRMA0001-012 03/01/2009

LOWELL CHAPTER

MIDDLESEX (Acton, Ashby, Ayer, Bedford, Billerica, Boxboro,
Carlisle, Chemsford, Dracut, Dunstabale, Ft Devens, Groton,
Littleton, Lowell, North Acton, Pepperell, Shirley, South
Acton, Tewksbury, Townsend, Tyngsboro, West Acton, Westford,
Wilmington)

	Rates	Fringes
--	-------	---------

BRICKLAYER.....	\$ 43.04	22.62
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BRMA0001-013 03/01/2009

LOWELL CHAPTER

MIDDLESEX (Ashland, Framingham, Holliston, Hopkinton, Hudson,
Maynard, Natick, Sherbvorn, Stow); and NORFOLK (Medfield,
Medway, Millis)

Rates Fringes

Marble & Tile Finisher.....	\$ 34.59	21.69
Marble, Tile & Terrazzo Workers.....	\$ 44.65	22.73
TERRAZZO FINISHER.....	\$ 43.55	22.56

BRMA0003-003 08/01/2009

BOSTON CHAPTER

MIDDLESEX (Arlington, Cambridge, Everett, Malden, Medford,
Melrose, Somerville); NORFOLK (Brookline, Milton); and SUFFOLK

Rates Fringes

BRICKLAYER.....	\$ 44.61	22.95
-----------------	----------	-------

BRMA0003-011 08/01/2009

LYNN CHAPTER

ESSEX (Amesbury, Andover, Beverly, Boxford, Danvers, Essex,
Georgetown, Gloucester, Groveland, Hamilton, Haverhill,
Ipswich, Lawrence, Lynn, Lynnfield, Manchester, Marblehead,
Merrimac, Methuen, Middleton, Nahant, Newbury, Newburyport,
North Andover, Peabody, Rockport, Rowley, Salisbury, Salem,
Saugus, Swampscott, Topsfield, Wakefield, Wenham, West
Newbury); and MIDDLESEX (North Reading, Reading, Wakefield)

Rates Fringes

Bricklayer/Cement Mason.....	\$ 44.61	22.95
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BRMA0003-012 08/01/2009

Rates Fringes

BRICKLAYER

WALTHAM CHAPTER -

MIDDLESEX (Belmont,
Burlington, Concord,
Lexington, Lincoln,
Stoneham, Sudbury,
Waltham, Watertown,
Wayland, Weston,
Winchester, Woburn).....

\$ 44.61	22.95
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BRMA0003-014 08/01/2009

QUINCY CHAPTER

PLYMOUTH COUNTY (Abington, Bridgewater, Brockton, Carver,
Duxbury, East Bridgewater, Halifax, Hanover, Hanson, Hingham,



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Bricklayer/Cement Mason.....\$ 44.61 22.95

BRMA0003-025 08/01/2009

NEW BEDFORD CHAPTER

BARNSTABLE; BRISTOL (Acushnet, Darmouth, Fairhaven, Fall River,
Freetown, New Bedford, Somerset, Swansea, Westport); DUKES;
NANTUCKET; PLYMOUTH (Marion, Mattapoisett, Rochester, Wareham)

Rates Fringes

Bricklayer/Cement Mason.....\$ 44.61 22.95

BRMA0003-033 08/01/2009

NEWTON CHAPTER

MIDDLESEX (Newton); NORFOLK (Dover, Needham, Wellesley)

Rates Fringes

Bricklayer, Plasterer.....\$ 44.61 22.95

CARP0026-003 09/01/2009

BRISTOL (Attleborough, North Attleborough); ESSEX; MIDDLESEX
(Except Belmont, Cambridge, Everett, Malden, Medford,
Somerville); AND NORFOLK (Bellingham, Braintree, Canton,
Cohasset, Foxboro, Franklin, Medfield, Medway, Millis,
Needham, Norfolk, Norwood, Plainville, Quincy, Sharon, Walpole,
Wellesley, Westwood, Weymouth, Wrentham) COUNTIES

Rates Fringes

CARPENTER.....\$ 31.69 22.40

CARP0033-003 09/01/2009


MIDDLESEX (Belmont, Cambridge, Everett, Malden, Medford,
Somerville); NORFOLK (Brookline, Dedham, Milton); AND SUFFOLK
COUNTIES

Rates Fringes

CARPENTER.....\$ 36.99 22.80

CARP0056-001 08/01/2009

All of SUFFOLK COUNTY; and those areas of BARNSTABLE, BRISTOL,
ESSEX, MIDDLESEX, NORFOLK, and PLYMOUTH COUNTIES situated
INSIDE Boston Beltway (I-495) and North of Cape Cod Canal. ALL
of DUKES and NANTUCKET COUNTIES



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CARP0056-002 08/01/2009

The areas of BARNSTABLE, BRISTOL, PLYMOUTH, and NORFOLK COUNTIES situated OUTSIDE Boston Beltway (I-495) and South of Cape Cod Canal

	Rates	Fringes
Piledrivermen & Diver's Tender...	\$ 34.43	23.55

CARP0056-003 08/01/2009

Those areas of ESSEX and MIDDLESEX COUNTIES situated OUTSIDE Boston Beltway (I-495)

	Rates	Fringes
Piledrivermen & Diver's Tender...	\$ 34.43	23.55

CARP0056-004 08/01/2009

	Rates	Fringes
Diver.....	\$ 52.04	23.55

CARP0424-001 03/01/2009

NORFOLK (Braintree, Quincy, Cohasset, Weymouth, etc.) PLYMOUTH (Duxbury, Hanover, Hull, Hingham, Marshfield, Norwell, Pembroke Rockland, Scituate)

	Rates	Fringes
CARPENTER.....	\$ 31.58	21.34

CARP0624-002 03/01/2009

BARNSTABLE; BRISTOL (Except Attleboro & North Attleboro); DUKES; NANTUCKET; NORFOLK (Avon, Holbrook, Randolph, Stoughton); PLYMOUTH (Bridgewater, Kingston, Lakeville, Middleboro, Plymouth, S. Hanover, Whitman)

	Rates	Fringes
CARPENTER.....	\$ 31.58	21.34

CARP1121-001 03/01/2007

	Rates	Fringes
MILLWRIGHT.....	\$ 30.52	19.83



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Proton, Hopkinton, and)

Rates Fringes

ELECTRICIAN.....\$ 35.91 17.58
Teledata System Installer.....\$ 25.91 14.28

ELEC0099-001 06/01/2009

BRISTOL (Attleboro, North Attleboro, Seekonk)

Rates Fringes

ELECTRICIAN.....\$ 34.08 53.34%
Teledata System Installer.....\$ 25.56 11.14

* ELEC0103-002 03/01/2010

ESSEX (Amesbury, Andover, Boxford, Georgetown, Groveland, Haverhill, Lawrence, Merrimac, Methuen, Newbury, Newburyport, North Andover, Rowley, Salisbury, West Newbury); MIDDLESEX (Bedford, Billerica, Boxboro, Burlington, Carlisle, Chelmsford, Dracut, Dunstable littleton, Lowell, North Reading, Tewksbury, Tyngsboro, Westford, Wilmington)

Rates Fringes

ELECTRICIAN.....\$ 41.45 24.80

* ELEC0103-004 03/01/2010

ESSEX (Beverly, Danvers, Essex, Gloucester, Hamilton, Ipswich, Manchester, Marblehead, Middleton, Peabody, Rockport, Salem, Topsfield, Wenham)

Rates Fringes

ELECTRICIAN.....\$ 41.45 24.80

* ELEC0103-005 03/01/2010

ESSEX (Lynn, Lynnfield, Nahant, Saugus, Swampscott); MIDDLESEX (Acton, Arlington, Belmont, Cambridge, Concord, Everett, Framingham, Holliston, Lexington, Lincoln, Malden, Maynard, Medford, Melrose, Natick, Newton, Reading, Sherborn, Somerville, Stoneham, Sudbury, Wakefield, Waltham, Watertown, Wayland, Weston, Winchester, Woburn); NORFOLK (Bellingham, Braintree, Brookline, Canton, Cohasset, Dedham, Dover, Foxboro, Franklino, Medfield, Medway, Millis, Milton, Needham, Norfolk, Norwood, Quincy, Sharon, Walpole, Wellesley, Westwood, Weymouth, Wrentham); PLYMOUTH (Hingham and Hull);SUFFOLK

Rates Fringes

ELECTRICIAN.....\$ 41.45 24.80



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Cableman.....	\$ 34.89	7.50+A
Equipment Operator.....	\$ 34.89	11.50+A
Groundman.....	\$ 22.58	7.50+A
Lineman.....	\$ 41.05	14.43+A

A. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day and Columbus Day, provided the employee has been employed 5 working days prior to any one of the listed holidays.

ELEC0223-002 09/01/2009

BARNSTABLE, BRISTOL (Except Attleboro, North Attleboro, Seekonk); DUKES; NANTUCKET; PLYMOUTH (Except Hingham and Hull Twps); NORFOLK (Avon, Halbrook, Randolph, Sloughton)

	Rates	Fringes
ELECTRICIAN.....	\$ 34.90	17.00

ENGI0004-009 12/01/2009

	Rates	Fringes
Power equipment operators:		
Group 1.....	\$ 38.48	20.84+A
Group 2.....	\$ 38.14	20.84+A
Group 3.....	\$ 27.84	20.84+A
Group 4.....	\$ 32.69	20.84+A
Group 5.....	\$ 21.70	20.84+A
Group 6.....	\$ 24.67	20.84+A

HOURLY PREMIUM FOR BOOM LENGTHS (Including Jib):

Over 150 ft. +1.99

Over 185 ft. +3.48

Over 210 ft. +4.90

Over 250 ft. +7.42

Over 295 ft. +10.29

Over 350 ft. +11.96

FOOTNOTE FOR POWER EQUIPMENT OPERATORS:

A. PAID HOLIDAYS: New Year's Day, Washington,s Birthday, Labor Day, Memorial Day, Independence Day, Patriot's Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day

POWER EQUIPMENT OPERATORS CLASSIFICATIONS [HEAVY CONSTRUCTION]

GROUP 1: Power shovel; crane; truck crane; derrick; pile driver; trenching machine; mechanical hoist pavement breaker; cement concrete paver; dragline; hoisting engine; three drum machine; pumpcrete machine; loaders; shovel dozer; front end loader; mucking machine; shaft hoist; steam engine; backhoe; gradall; cable way; fork lift;



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scraper; bulldozer; tractor; mechanic - maintenance; York rake; mulching machine; paving screed machine; stationary steam boiler; paving concrete finishing machine; grout pump; portable steam boiler; portable steam generator; roller; spreader; asphalt paver; locomotives or machines used in place thereof; tamper (self propelled or tractor-drawn); cal tracks; ballast regulator; rail anchor machine; switch tamper; tire truck

GROUP 3: Pumps (1-3 grouped); compressor; welding machines (1-3 grouped); generator; sighting plant; heaters (power driven, 1- 5); syphon-pulsometer; concrete mixer; valves controlling permanent plant air steam, conveyor, wellpoint system (operating)

GROUP 4: Assitant engineer (fireman)

GROUP 5: Oiler (other than truck cranes and gradalls)

GROUP 6: Oiler (on truck cranes and gradalls)

POWER EQUIPMENT OPERATORS CASSIFICATIONS [MARINE CONSTRUCTION]

Group 1: Shovel; crane; truck crane; cherry picker; derrick; pile driver; two or more drum machines; lighters; derrick boats; trenching machines; mechanic hoist pavement breakers; cement concrete pavers; draglines; hoisting engines; pumpcrete machines; elevating graders; shovel dozer; front end loader; backhoe; gradall; cable ways; boring machine; rotary drill; post hole hammer; post hole digger; fork lift; timber jack; asphalt plant (on site); concrete batching and/or mixing plant (on site); crusher plant (on site); paving concrete mixer

Group 2: Portable steam boiler; portable steam generator; sonic or vibratory hammer; grader; scraper; tandem scraper; concrete pump; bulldozer; tractor; York rake; mulching machine; roller; spreader; tamper (self-propelled or tractor-drawn); asphalt paver; concrete mixer with side loader; mechanic - maintenance; cal tracks; ballast regulator; switch tamper; rail anchor machine; tire truck

Group 3: Pumps (1-3 grouped); comressor; welding machines (1-3 grouped); generator; lighting plant; heaters (power driven 1-5); syphon-pulsometer; concrete mixer; valves controlling permanent plant air or steam; conveyor; well point systems; auger (powered by independent engines and attached to pile drivers); hydraulic saws

Group 4: Fireman

Group 5: Assistant engineer (other than truck crane and gradall)

Group 6: Assistant engineer (on truck crane and gradall)



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BRISTOL (Easton); ESSEX		
(Beverly,Gloucester,Lynn,		
Lynnfield,		
Manchester,Marblehead,		
Nahant, Salem, Saugus,		
Swampscott); MIDDLESEX		
(Arlington, Bedford,		
Belmont, Burlington,		
Cambridge,		
Concord,Everett,		
Framingham, Lexington,		
Lincoln, Malden, Maynard,		
Medford, Melrose, Natick,		
Newton, Reading, Sherborn,		
Somerville, Stoneham,		
Sudbury, Wakefield,		
Waltham, Watertown,		
Wayland, Weston,		
Winchester, Woburn);		
NORFOLK (Except Medway);		
PLYMOUTH (Abington,		
Bridgewater, Brocton,		
Duxbury, East Bridgewater,		
Halifax, Hanover, Hanson,		
Hingham, Hull, Kingston,		
Marshfield, Norwell,		
Pembroke, Plymouth,		
Plympton, Rockland,		
Scituate, West		
Bridgewater, Whitman);		
SUFFOLK.....\$ 35.28	23.81	
ESSEX (Amesbury, Andover,		
Boxford, Danvers, Essex,		
Georgetown, Hamilton,		
Haverhill, Ipswich,		
Lawrence, Merrimac,		
Methuen, Newbury,		
Newburyport, North		
Andover, Rockport, Rowley,		
Salisbury, Topsfield,		
Wenham, West Newbury);		
MIDDLESEX		
(Action,Billerica,		
Carlisle, Chelmsford,		
Dracut, Dunstable, Groton,		
Groveland, Littleton,		
Lowell, Middleton, North		
Reading, Pepperell,		
Tewksbury, Tyngsboro,		
Westford, Wilminton).....\$ 30.87	23.81	

IRON0007-010 03/16/2009

MIDDLESEX (Ashby, Ashland, Ayer, Boxboro, Holliston, Hopkinton,
Hudson, Marlboro, Shirley, Stow, Townsend); NORFOLK (Medway)

BARNSTABLE; BRISTOL (Acushnet, Attleboro, Berkley, Dartmouth, Dighton, Fairhaven, Fall River, Freetown, Mansfield, New Bedford, North Attleboro, Norton, Raynham, Rehoboth, Seekonk, Somerset, Swansea, Taunton, Westport); DUKES; NANTUCKET; NORFOLK (Billingham, Franklin, Plainville, Wrentham); PLYMOUTH (Lakeville, Marion, Mattapoisett, Middleboro, Rochester, Wareham)

	Rates	Fringes
IRONWORKER.....	\$ 30.45	19.47

LABO0022-006 06/01/2009		

SUFFOLK COUNTY (Boston, Chelsea, Revere, Winthrop, Deer & Nut Islands); MIDDLESEX COUNTY (Arlington, Belmont, Burlington, Cambridge, Everett, Malden, Medford, Melrose, Reading, Somerville, Stoneham, Wakefield, Winchester, Winthrop and Woburn only); NORFOLK COUNTY (Brookline, Dedham, and Milton only)

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 28.80	17.75
GROUP 2.....	\$ 29.05	17.75
GROUP 3.....	\$ 29.45	17.75
GROUP 4.....	\$ 29.80	17.75
GROUP 5.....	\$ 22.90	17.75
GROUP 6.....	\$ 30.80	17.75

LABORERS CLASSIFICATIONS

GROUP 1: Laborers; carpenter tenders; cement finisher tenders

GROUP 2: Asphalt raker; fence and guard rail erector; laser beam operator; mason tender; pipelayer; pneumatic drill operator; pneumatic tool operator; wagon drill operator

GROUP 3: Air track operator; block paver; rammer; curb setter

GROUP 4: Blaster; powderman

GROUP 5: Flagger

GROUP 6: Asbestos Abatement; Toxic and Hazardous Waste Laborers

LABO0022-012 06/01/2009

Counties of BARNSTABLE; BRISTOL; DUKES; ESSEX; NANTUCKET;



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Arlington, Belmont, Reading, Woburn, and Dedham, and

Rates Fringes

Laborers:

GROUP 1.....	\$ 26.85	16.35
GROUP 2.....	\$ 27.35	16.35
GROUP 3.....	\$ 27.60	16.35
GROUP 4.....	\$ 27.85	16.35
GROUP 5.....	\$ 20.95	16.35
GROUP 6.....	\$ 28.85	16.35

LABORERS CLASSIFICATIONS

GROUP 1: Laborers; carpenter tenders; cement finisher tenders

GROUP 2: Asphalt raker; fence and guard rail erector; laser beam operator; mason tender; pipelayer; pneumatic drill operator; pneumatic tool operator; wagon drillperator

GROUP 3: Air track operator; block paver; rammer; curb setter; hydraulic & similar self powere drills

GROUP 4: Blaster; powderman

GROUP 5: Flagger

GROUP 6: Asbestos Abatement; Toxic and Hazardous Waste Laborers

LABO0022-013 06/01/2009

Rates Fringes

Laborers:

(FREE AIR OPERATION):
SHIELD DRIVEN AND LINER
PLATE IN FREE AIR)

GROUP 1.....	\$ 31.65	19.05+A
GROUP 2.....	\$ 31.65	19.05+A

(OPEN AIR CASSONS,
UNDERPINNING AND TEST
BORING INDUSTRIES):

TEST BORING & WELL DRILLING

Driller.....	\$ 30.05	17.90+A
Laborer.....	\$ 28.65	17.90+A

(OPEN AIR CASSONS,
UNDERPINNING AND TEST
BORING INDUSTRIES):

OPEN AIR CASSON,

COMPRESSED AIR)		
GROUP 1.....	\$ 29.10	19.05+A
GROUP 2.....	\$ 39.58	19.05+A
GROUP 3.....	\$ 39.58	19.05+A
GROUP 4.....	\$ 39.58	19.05+A
GROUP 5.....	\$ 39.58	19.05+A
GROUP 6.....	\$ 41.58	19.05+A

CLEANING CONCRETE AND CAULKING TUNNEL (Both New & Existing)		
GROUP 1.....	\$ 31.65	19.05+A
GROUP 2.....	\$ 31.65	19.05+A

ROCK SHAFT, CONCRETE LINING OF SAME AND TUNNEL IN FREE AIR		
GROUP 1.....	\$ 29.10	19.05+A
GROUP 2.....	\$ 31.65	19.05+A
GROUP 3.....	\$ 31.65	19.05+A
GROUP 4.....	\$ 31.65	19.05+A
GROUP 5.....	\$ 33.65	19.05+A

LABORERS CLASSIFICATIONS for TUNNELS, CAISSON & CYLINDER WORK
IN COMPRESSED AIR

GROUP 1: Powder watchman; Top man on iron bolt; change house attendant

GROUP 2: Brakeman; trackman; groutman; tunnel laborer; outside lock tender; lock tender; guage tender

GROUP 3: Motorman, miner

GROUP 4: Blaster

GROUP 5: Mucking machine operator

GROUP 6: Hazardous Waste work within the "HOT" zone. (A premium of two dollars \$2.00 per hour over the basic wage rate.

LABORERS CLASSIFICATIONS for (FREE AIR OPERATION): SHIELD
DRIVEN AND LINER PLATE IN FREE AIR

GROUP 1: Miner; miner welder; conveyor operator; motorman; mucking machine operator; nozzle man; grout man-; pumps, shaft and tunnel steel and rodman; shield and erector arm operators, mole nipper, outside motorman, burner, TBM operator, safety miner; laborer topside; heading motormen; erecting operators; top signal men

GROUP 2: Brakeman; trackman

LABORERS CLASSIFICATIONS FOR CLEANING CONCRETE AND CAULKING
TUNNEL (Both New & Existing)

LABORERS CLASSIFICATIONS for ROCK SHAFT, CONCRETE LINING OF
SAME AND TUNNE IN FREE AIR

- GROUP 1: Change house attendants
- GROUP 2: Laborers, topside, bottom men (when heading is 50
ft. from shaft) and all other laborers
- GROUP 3: Brakeman; trackman; tunnel laborers; shaft laborers
- GROUP 4: Miner; cage tender; bellman
- GROUP 5: Hazardous Waste work within the "HOT" zone. (A
premium of two dollars \$2.00 per hour over the basic wage
rate)

FOOTNOTE FOR LABORERS:

A. PAID HOLIDAYS: New Year's Day, Washington's Birthday,
Patriot's Day, Memorial Day, Independence Day, Labor Day,
Columbus Day, Veteran's Day, Thanksgiving Day, and
Christmas Day

LABO1421-001 12/01/2008

WRECKING LABORERS:

	Rates	Fringes
Laborers:		
WRECKING LABORERS:		
Adzeman.....	\$ 28.50	17.05
Asbestos, Toxic, Hazardous Waste.....	\$ 28.50	17.05
Burners, Jackhammers.....	\$ 29.25	17.05
Small Backhoes, Loaders on Tracks, Bobcat Type Loaders and Hydraulic "Brock" Type Hammer Operators, Concrete Cutting Saws, Journeyman, Concrete Sawyer.....	\$ 29.50	17.05
Wrecking Laborer.....	\$ 28.50	17.05
Yardman Laborer (Salvage Yard Only).....	\$ 24.50	17.05
Yardman, Burners, Sawyers..	\$ 27.60	17.05

PAIN0035-001 01/01/2010

BARNSTABLE BRISTOL; DUKES; ESSEX; NANTUCKET; PLYMOUTH
(Remainder of NORFOLK; MIDDLESEX AND SUFFOLK COUNTIES)

Brush, Taper.....	\$ 32.51	21.40
Spray, Sandblast.....	\$ 33.91	21.40
REPAINT:		
Bridge.....	\$ 43.01	21.40
Brush, Taper.....	\$ 30.57	21.40
Spray, Sandblast.....	\$ 31.97	21.40

PAIN0035-015 01/01/2010

MIDDLESEX (Cambridge, Everett, Malden, Medford, Somerville)
SUFFOLK COUNTY (Boston, Chelsea) NORFOLK COUNTY (Brookline)

Rates Fringes

Painters:

NEW CONSTRUCTION:		
Brush, Taper.....	\$ 38.30	21.40
Spray, Sandblast.....	\$ 39.70	21.40
REPAINT:		
Bridge.....	\$ 43.01	21.40
Brush, Taper.....	\$ 36.36	21.40
Spray, Sandblast.....	\$ 37.76	21.40

PAIN0035-017 06/01/2008

Rates Fringes

Sign Painter.....	\$ 24.05	12.47
-------------------	----------	-------

PLAS0534-001 01/01/2009

ESSEX; MIDDLESEX; NORFOLK AND SUFFOLK COUNTY

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...	\$ 35.00	25.76
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PLUM0004-001 09/01/2009

MIDDLESEX (Ashby, Ayer-West of Greenville branch of Boston and
Maine Railroad, Ft. Devens, Groton, Shirley, Townsend)

Rates Fringes

Plumbers and Pipefitters.....	\$ 37.54	21.08
-------------------------------	----------	-------

PLUM0012-001 09/01/2009

ESSEX (Lynn, Lynnfield, Nahant, Saugus, Swampscott); MIDDLESEX
(Acton, Arlington, Ashland, Ayer - except W. of Greenville
Branch of Boston & Maine RR, Bedford, Belmont, Billerica,
Boxboro, Burlington, Cambridge, Carlisle, Chelmsford, Concord,
Dracut, Dunstable, Everett, Framingham, Hudson, Holliston,
Hopkinton, Lexington, Lincoln, Littleton, Lowell, Malden,



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ton, North
Stoneham,
Waltham,
ester, Woburn);
n, Cohasset,
ay, Millis,

Milton, Needham, Norfolk, Norwood, Plainville, Quincy, Sharon,
Walpole, Wellesley, Westwood, Weymouth, Wrentham); PLYMOUTH
(Hingham, Hull, Scituate); SUFFOLK

Rates Fringes

PLUMBER.....\$ 45.22 21.73

PLUM0051-005 03/01/2009

BARNSTABLE; BRISTOL; DUKES; NANTUCKET; NORFOLK (Avon, Holbrook,
Randolph, Stoughton) PLYMOUTH(Remainder of County)

Rates Fringes

Plumbers and Pipefitters.....\$ 33.61 23.22

PLUM0138-001 09/01/2009

ESSEX (Ames, Andover, Beverly, Boxford, Byfield, Danvers,
Essex, Georgetown, Gloucester, Groveland, Hamilton, Haverhill,
Ipswich, Lawrence, Manchester, Marblehead, Merrimac, Methuen,
Middleton, Newbury, Newburyport, North Andover, Peabody,
Rockport, Rowley, Salem, Salisbury, Topsfield, Wenham, West
Newbury)

Rates Fringes

Plumber, Pipefitter,
Steamfitter.....\$ 40.39 21.73

PLUM0537-001 09/01/2008

MIDDLESEX (Arlington, Cambridge, Everett, Malden, Medford,
Melrose, Reading, Wakefield, Winchester and Woburn); NORFOLK
(Bellingham, Braintree, Brookline, Canton Cashasset, Dedham,
Foxboro, Franklin, Millis, Milton, Sharon, Walpole, Westwood,
and Wrenthan); PLYMOUTH (Hingham, Hull, Scituate); ESSEX (Lynn,
Lynnfield, Nahant, Saugus, Swampscott); SUFFOLK (Boston and
Chelsea)

Rates Fringes

PIPEFITTER.....\$ 45.34 20.06

TEAM0379-001 06/01/2008

Rates Fringes

Truck drivers:

Group 1.....\$ 29.63 11.51+A+B
Group 2.....\$ 29.80 11.51+A+B



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POWER TRUCKS \$.25 DIFFERENTIAL BY AXLE
TUNNEL WORK (UNDERGROUND ONLY) \$.40 DIFFERENTIAL BY AXLE
HAZARDOUS MATERIALS (IN HOT ZONE ONLY) \$2.00 PREMIUM

TRUCK DRIVERS CLASSIFICATIONS

Group 1: Station wagons; panel trucks; and pickup trucks

Group 2: Two axle equipment; & forklift operator

Group 3: Three axle equipment and tireman

Group 4: Four and Five Axle equipment

Group 5: Specialized earth moving equipment under 35 tons
other than conventional type trucks; low bed; vachual;
mechanics, paving restoration equipment

Group 6: Specialized earth moving equipment over 35 tons

Group 7: Trailers for earth moving equipment (double hookup)

FOOTNOTES:

A. PAID HOLIDAYS: New Year's Day, Washington's Birthday,
Memorial Day, Independence Day, Labor Day, Patriot's Day,
Columbus Day, Veteran's Day, Thanksgiving Day and Christmas
Day

B. PAID VACATION: Employees with 4 months to 1 year of
service receive 1/2 day's pay per month; 1 week vacation
for 1 - 5 years of service; 2 weeks vacation for 5 - 10
years of service; and 3 weeks vacation for more than 10
years of service

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates
listed under the identifier do not reflect collectively
bargained wage and fringe benefit rates. Other designations
indicate unions whose rates have been determined to be
prevailing.



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- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION



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CITY OF NEWTON PURCHASING DEPARTMENT INVITATION FOR BID No. 10-50

Contractors for

HANDICAP ACCESS IMPROVEMENTS VARIOUS PARK PATHWAYS

Pre-bid conference will be held on: **10:30 a.m., March 25, 2010**

Bids will be received until: **10:30 a.m., April 1, 2010**

at the Purchasing Department, Room 204, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459. Immediately following the deadline for bids, all bids received within the time specified will be publicly opened and read aloud.

All bidders are encouraged to attend the pre-bid conference. No allowance or adjustment to the contract price will be made on account of bidder's failure to become fully familiar with local conditions affecting the cost of work.

Work for this contract shall consist of: constructing ADA compliant bituminous concrete and stabilized stonedust pathways with associated supplemental parking areas, park benches and a water fountain assembly.

Work shall begin on May 3, 2010 and be completed by July 31, 2010

Contract Documents will be available for pickup at the Purchasing department or by downloading them from www.ci.newton.ma.us/bids, after 10:00 a.m., March 18, 2010. There is no charge for contract documents.

All bids must be accompanied by a bid deposit in an amount that is not less than five percent (5%) of the value of the bid, including all add alternates. Bid deposits, payable to the City of Newton, shall be either in the form of a bid bond, cash, certified check, or a treasurer's or cashier's check issued by, a responsible bank or trust company.

All bids shall be submitted as one ORIGINAL and one COPY. Award shall be made to the lowest responsible and eligible bidder including all accepted Alternates.

All bids are subject to the provisions of M.G.L. Chapter 30, Section 39M, the American Recovery and Reinvestment Acts of 2009, Pub. L. 111-5 (ARRA) as well as Chapter 30 of the Acts of 2009, an Act Mobilizing Economic Recovery in the Commonwealth of Massachusetts. Wages are subject to minimum wage determinations pursuant to Section 110, Title I, Housing and Community Development Act of 1974 (42USC5301) in accordance with the Davis-Bacon Act (40USC275). **Wages are subject to** minimum wage rates determined by the Massachusetts Department of Labor and Industries pursuant to M.G.L. Chapter 149, Sec. 26 to 27H. The schedule of wage rates applicable to this contract is included in the bidding documents. In addition, the prevailing wage schedule will be updated annually for all public construction projects lasting longer than one (1) year. You will be required to pay the rates set out in any updated prevailing wage schedule. Increases in prevailing wage schedules will not be the basis for change order requests. The schedules of wage rates applicable to this contract are included in the bidding documents. Bidders attention is directed to the requirements of the Federal Labor Standards Provisions, the City of Newton Supplemental Equal Employment Opportunity, Anti-Discrimination and Affirmative Action Program and also to the Minority/Women Business Enterprise Plan, December 1999, all of which are hereby incorporated into the Contract Documents. In the event of conflict between any of the above listed policies, the stricter policy shall apply.

The successful bidder will be required to furnish a Labor and Materials Payment Bond in the amount of 50% of the contract total.

Contractors are hereby notified of the TRENCH PERMIT pursuant to G.L. c.82A, section 1 and 520 CMR 7.00 et seq (as amended). Please refer to Item 1 - Mobilization and ATTACHMENT - A Trench Permit.

Some City of Newton bids are available on the City's web site, www.ci.newton.ma.us/bids Invitation for Bid. It is the sole responsibility of the contractor downloading these bids to ensure they have received any and all addenda prior to the bid opening. Addenda will be available online within the original bid document as well as a separate file. If you download bids from the internet site and would like to make it known that your company has done so, email purchasing@newtonma.gov or fax Purchasing at 617-796-1227 with your NAME, ADDRESS, PHONE, FAX AND INVITATION FOR BID NUMBER.

The City of Newton's Purchasing Dept. converted to an email notification system of all upcoming public bids effective July 1, 2009. If you wish to receive notification of bids, please email us your company information to purchasing@newtonma.gov, otherwise you may view all City of Newton public bids online at www.ci.newton.ma.us/bids.

The City of Newton will reject any and all bids when required to do so by the above referenced General Laws. In addition, the City of Newton reserves the right to waive any informalities in any or all bids, or to reject any or all bids, in whole or in part, if it be in the public interest to do so.

CITY OF NEWTON
Re Cappoli
Chief Procurement Officer
March 18, 2010

CITY OF NEWTON
DEPARTMENT OF PURCHASING
INSTRUCTIONS TO BIDDERS

ARTICLE 1 - BIDDER'S REPRESENTATION

- 1.1 Each General Bidder (hereinafter called the "Bidder") by making a bid (hereinafter called "bid") represents that:
1. The Bidder has read and understands the Contract Documents and the bid is made in accordance therewith.
 2. The Bidder has visited the site and is familiar with the local conditions under which the Work has to be performed.
- 1.2 Failure to so examine the Contract Documents and site will not relieve any Bidder from any obligation under the bid as submitted.

ARTICLE 2 - REQUEST FOR INTERPRETATION

- 2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the *Chief Procurement Officer*, at purchasing@newtonma.gov or via facsimile (617) 796-1227. The City will answer such requests if received seven (7) calendar days before the date for receipt of the bids.
- 2.3 Interpretation, correction, or change in the Contract Documents will be made by Addendum which will become part of the Contract Documents. The City will not be held accountable for any oral instruction.
- 2.4 Addenda will be faxed or mailed First Class postage by the USPS, to every individual or firm on record as having taken a set of Contract Documents.
- 2.5 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids where Contract Documents are on file, in addition to being available online at www.ci.newton.ma.us/bids.
- 2.6 Bidders downloading information off the internet web site are solely responsible for obtaining any addenda prior to the bid opening. If the bidder makes themselves known to the Purchasing Dept., at purchasing@newtonma.gov or via facsimile (617) 796-1227, they shall be placed on the bidder's list. Bidders must provide the Purchasing dept. with their company's name, street address, city, state, zip, phone, fax and **INVITATION FOR BID NUMBER #10-50**.

ARTICLE 3 - MBE PARTICIPATION

- 3.1 By bidding on this project each Bidder certifies its intent to comply with the City of Newton Minority/Women Business Enterprise Plan dated December 1999 to further expand business opportunities for minority firms. A copy of this plan is incorporated in the Project Manual.
- 3.2 Bidders are advised that the City of Newton Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program is applicable to all construction contracts in excess of \$50,000.00. A copy of this program is incorporated in the Project Manual. A Contractor's Certification form must be signed by all successful low bidders prior to award as a condition of contract award. No contract shall be executed or valid unless the contractor has executed and submitted the Contractor's Certification. (see Attachment B to the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program.)
- 3.3 The awarded bidder shall, prior to the award of any sub-contract, obtain from each of its sub-contractors the Sub-Contractors Certification certifying the Sub-Contractor shall comply with the minority manpower ratio and specific affirmative action steps described in the Supplemental Equal Employment Opportunity Anti-Discrimination and

- 4.2 All entries on the Bid Form shall be made by typewriter or in ink.
- 4.3 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.
- 4.4 Bid Deposits shall be submitted in the amount specified in the Invitation for Bids. They shall be made payable to the City of Newton and shall be either in the form of cash, certified check, treasurer's or cashier's check issued by a responsible bank or trust company, or a bid bond issued by a surety licensed to do business in the Commonwealth of Massachusetts; and shall be conditioned upon the faithful performance by the principal of the agreements contained in the bid.
- Bid deposits of the three (3) lowest responsible and eligible Bidders shall be retained until the execution and delivery of the Owner/Contractor agreement.

4.5 The Bid, including the bid deposit shall be enclosed in a sealed envelope with the following plainly marked on the outside:

* GENERAL BID FOR:

* NAME OF PROJECT AND **INVITATION NUMBER**

* BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER
- 4.6 Date and time for receipt of bids is set forth in the Invitation for Bids.
- 4.7 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder.
- 4.8 Bids shall be submitted with **one original and one copy**.
- 4.9 The use of a company or brand name, except with software, in the specifications is intended solely for the purpose of describing a standard of quality, functional features and performance standards required and is not intended to limit or restrict competition. The bidder offering a product which they deem equal to the brand and model specified in the solicitation provided that the brand name specified is not followed by the words "no substitutions", **shall indicate so on the bid form and Minimum Requirements – Exception form** and submit with their bid the manufacturers specifications/descriptive literature for the product they are offering. **Failure to submit manufacturers specifications/descriptive literature with bids may cause for bid rejection.**
- "Equality" - An item equal to that named or described in the specifications of the contract may be furnished by the Vendor and the naming of any commercial name, trademark or other identification shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the material being purchased; and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all materials other than the one specifically named shall be submitted to the City in writing for approval, at time of bid, use or fabrication of such items. Subject to the provisions of M.G.L., Ch. 30, Sec. 39J, approval shall be at the sole discretion of the City, shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the Vendor's expense. All directions, specifications and recommendations by manufacturers for installation, handling, storing, adjustment and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the Vendor.
- 4.10 Be advised that a new Massachusetts law has been enacted that required all employees who work on Massachusetts public works construction sites must have no less than 10 hours of OSHA-approved safety and health training. See Chapter 306 of the Acts of 2004, which will become effective July 1, 2006.

bid or sub bid submitted on or after July 1, 2006 and to any contract awarded by the City of Newton. The City of Newton reserves the right to General to restrain the award of construction contracts to any contractor who is not in compliance with the requirements of the City of Newton to restrain the performance of these contracts by non-complying contractors. Any contractor who is not in compliance with the requirements of the City of Newton is project will be required to provide certification of compliance with this law. Any contractor who is not in compliance with the requirements of the City of Newton Law will disqualify you from bidding on public contracts.

ARTICLE 5 - ALTERNATES

- 5.1 Each Bidder shall acknowledge Alternates (if any) in Section C on the Bid Form.
- 5.2 In the event an Alternate does not involve a change in the amount of the base bid, the Bidder shall so indicated by writing "No Change", or "N/C" or "0" in the space provided for that Alternate.
- 5.3 Bidders shall enter on the Bid Form a single amount for each Alternate which shall consist of the amount for work performed by the Contractor.
- 5.4 The low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

ARTICLE 6 - WITHDRAWAL OF BIDS

- 6.1 Any bid may be withdrawn prior to the time designated for receipt of bids on written or telegraphic request. Telegraphic withdrawal of bids must be confirmed over the Bidder's signature by written notice postmarked on or before the date and time set for receipt of bids.
- 6.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.
- 6.3 No bids shall be withdrawn for sixty days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

ARTICLE 7 - CONTRACT AWARD

- 7.1 The City of Newton will award the contract to the lowest eligible and responsible Bidder within sixty days, Saturdays, Sundays, and legal holidays excluded after the opening of bids.
- 7.2 The City of Newton reserves the right to waive any informalities in or to reject any or all Bids if it be in the public interest to do so.
- 7.3 As used herein, the term "lowest responsible and eligible Bidder" shall mean the Bidder (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (3) who, where the provisions of section eight B of chapter twenty-nine apply, shall have been determined to be qualified thereunder.
- 7.4 It is the purpose of the City not to award this contract to any bidder who does not furnish evidence satisfactory to the Chief Procurement Officer that he has the ability and experience in this class of work and that he has sufficient capital and plant to enable him to prosecute the same successfully and to complete it within the specified time and that he will complete it in accordance with the terms thereof.
- 7.5 Subsequent to the award and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City a Contract in the form included in the Contract Documents in such number of counterparts as the City may require.
- 7.6 In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.



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tax imposed upon the sale or rental of tangible personal property in this
g materials, supplies, services and equipment required to complete the work.

- 8.2 The City is exempt from payment of the Massachusetts Sales Tax, and the Bidder shall not include any sales tax on its bid. The City's exemption Number is E-046-001-404.

ARTICLE 9 - AMERICAN RECOVERY REINVESTMENT ACTS OF 2009

- 9.1 Bidders are advised that this project is funded with funds from the American Recovery & Reinvestment Act 2009, Pub. L. 111-5 ("ARRA") and therefore is subject to the requirements of the ARRA and to Chapter 30 of the Acts of 2009, A law of the Commonwealth of Massachusetts entitled "An Act Mobilizing Economic Recovery in the Commonwealth." Please reference the Supplemental Special Conditions.

END OF SECTION



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CITY OF NEWTON

DEPARTMENT OF PURCHASING

BID FORM #10-50

- A. The undersigned proposes to furnish all labor and materials required in accordance with the Contract Documents supplied by the City of Newton entitled:

HANDICAP ACCESS IMPROVEMENTS PLAYGROUND RENOVATION

for the contract price specified below, subject to additions and deduction according to the terms of the specifications.

- B. This bid includes addenda number(s) _____, _____, _____, _____,

- C. The proposed contract price is:

Base Bid _____ DOLLARS (\$_____).
(The figure inserted above shall be the Total Contract Price as computed on the Item Sheets attached hereto.)

Alternate 1 (Lowerø Walkway N.Ctr.) _____ DOLLARS (\$_____).
(The figure inserted above shall be the Total Contract Price as computed on the Item Sheets attached hereto.)

Alternate 2 (Water Fountain) _____ DOLLARS (\$_____).
(The figure inserted above shall be the Total Contract Price as computed on the Item Sheets attached hereto.)

COMPANY: _____

- D. The undersigned has completed and submits herewith the following documents:
- ☐ Bid Form - signed, 2 pages
 - ☐ Bid Item Sheets, 8 pages
 - ☐ Bidder's Qualification Form and References, 2 pages
 - ☐ A five percent (5%) bid deposit/bid guarantee.
- E. The undersigned agrees that, if s/he is selected as general contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a labor and materials or payment bond, each of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority and each in the sum of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price.



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able to furnish labor that can work in harmony with all other elements of work and that s/he will comply fully with all laws and regulations applicable to of M.G.L. Chapter 30, s 39M.

furnish labor that can work in harmony with all other elements of labor (3) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration (OSHA) that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and (3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States OSHA that is at least 10 hours in duration. The undersigned understands that any employee found on a worksite subject to this section without documentation of successful completion of a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration shall be subject to immediate removal.

The undersigned certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

The undersigned further certifies under the penalties of perjury that the undersigned shall comply with the provisions of Sections XVII, XVIII and XIX of the Supplemental Special Conditions of this Contract which relate to the Buy American requirements of Section 1605 of the ARRA.

Date _____

(Name of General Bidder)

BY: _____

(Printed Name and Title of Signatory)

(Business Address)

(City, State, Zip)

(Telephone)

(FAX)

(E-mail address)

NOTE: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

END OF SECTION



price, in both words and figures, and is to show a total bid price. In the event a price, the corrected total bid obtained by the summation of the products of the unit prices multiplied by the respective quantities shall stand as the bidders total bid price.

The Contractor is required to review any related plans, conduct a full site review, and read all the provisions in the document before inserting prices, and is further advised to make his own determination as to the accuracy of the estimated quantities before inserting bid prices.

The estimated quantities shown here are based solely upon a reasonable assessment of the project parameters, thus the Contractor is advised that the actual quantities may vary substantially as field conditions may warrant.

BASE BID:

ITEM DESCRIPTION & BID PRICE	EST. QTY	UNIT MEASURE	TOTAL COST
ITEM: 1 - MOBILIZATION FOR ALL WORK ZONES (LAYOUT SERVICES, CONFERENCES, NOTIFICATIONS, ADMINISTRATION, TRENCH PERMIT) THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER LUMP SUM	1	L.S.	\$ _____
ITEM: 2 – PRE-FABRICATED SILT FENCE THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER LINEAR FOOT	50	L.F.	\$ _____
ITEM: 3 – PRE-FABRICATED ‘LOG/WATTLE’ (FOR SILT CONTROL) THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER LINEAR FOOT	50	L.F.	\$ _____
ITEM: 4 – TREE PROTECTION THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER EACH	2	EA.	\$ _____



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	EST. QTY	UNIT MEASURE	TOTAL COST
ITEM: 5 – EXPLORATORY EXCAVATION (BY HAND) THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER EACH	13	EA.	\$ _____
ITEM: 6 – STRIP & DISPOSE OF GRASS TURF THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER SQUARE YARD	2,500	S.Y.	\$ _____
ITEM: 7 – SCREENING ‘LOAM’ SALVAGED FROM COLD SPRING PARK THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER CUBIC YARD	250	C.Y.	\$ _____
ITEM: 7.1 – TRANSPORT SCREENED LOAM TO THE NEWTON CENTRE SITE (INCLUDES STOCKPILING) THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER CUBIC YARD	225	C.Y.	\$ _____
ITEM: 8 – EXCAVATE & DISPOSE OF UNDESIRABLE AND/OR SURPLUS ‘SURFACE GENERATED’ MATERIAL(S) (EXCLUSIVE OF GRASS TURF) THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER CUBIC YARD	200	C.Y.	\$ _____



	EST. QTY	UNIT MEASURE	TOTAL COST
ITEM: 9 – REMOVE & DISPOSE OF THE EXISTING CHAIN LINK FENCE AT NAHANTON PARK THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER LINEAR FOOT	30	L.F.	\$ _____
ITEM: 10 – GRAVEL FURNISHED FROM OUTSIDE THE SITE(S) THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER TON	600	TON	\$ _____
ITEM: 11 – DENSE GRADED CRUSHED STONE THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER TON	40	TON	\$ _____
ITEM: 12 – RELOCATE AN EXISTING BOULDER AT NAHANTON PARK THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER EACH	4	EA.	\$ _____
ITEM: 13 – ROCK LINED DRAINAGE SWALE AT NAHANTON PARK THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER SQUARE YARD	18	S.Y.	\$ _____



EST. QTY	UNIT MEASURE	TOTAL COST
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ITEM: 14 – ADJUST A PRE-EXISTING UTILITY CASTING (EXCLUDING WATER SERVICE BOXES) THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER EACH	2	EA.	\$ _____
ITEM: 15 – RESET EXISTING CURB (INCLUDES HANDICAP RAMPS) THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER LINEAR FOOT	40	L.F.	\$ _____
ITEM: 16 – 3” TYPE I-I BITUMINOUS CONCRETE FOR WALKWAYS, PARKING & PATCH ZONE AREAS (INCLUSIVE OF TRENCHING OPERATIONS) THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER SQUARE YARD	725	S.Y.	\$ _____
ITEM: 17 – 4” CEMENT CONCRETE WALKS WITH LAMPBLACK (@ 2 POUNDS PER CUBIC YARD) THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER SQUARE YARD	20	S.Y.	\$ _____



	EST. QTY	UNIT MEASURE	TOTAL COST
ITEM: 18 – DETECTABLE SURFACE PAVERS AT HANDICAP RAMP THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER SQUARE FEET	10	S.F.	\$ _____
ITEM: 19 – 3” STABILIZED STONEDUST PATH AT NAHANTON PARK (INCLUSIVE OF TRENCHING OPERATIONS) THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER SQUARE YARD	60	S.Y.	\$ _____
ITEM: 20 –DISTRIBUTION, GRADING & SEEDING OF LOAM MATERIAL (WITH TWO ‘AFTER-SEED’ HAND RAKINGS) THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER SQUARE YARD	2,100	S.Y.	\$ _____
ITEM: 21 – SUPPLEMENTAL LOAM (IF ORDERED BY THE ENGINEER) THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER CUBIC YARD	25	C.Y.	\$ _____
ITEM: 22 – 3” CALIPER RED SWAMP MAPLE (Acer rubrum) THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER EACH	1	EA.	\$ _____



	EST. QTY	UNIT MEASURE	TOTAL COST
ITEM: 23 – VIRGINIA CREEPER (Parthenocissus quinquefolia) THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER EACH	6	EA.	\$ _____
ITEM: 24 – FURNISH & INSTALL A PARK BENCH (INCLUDING THE REMOVAL & DISPOSAL OF AN EXISTING PARK BENCH) THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER EACH	2	EA.	\$ _____
ITEM: 25 – ALLOWANCE FOR MISCELLANEOUS WORK (ENGINEERS DISCRETIONARY FUND) THE SUM OF: _____ TWO THOUSAND _____ DOLLARS AND _____ NO _____ CENTS (\$ _____ 2,000.00 _____) PER ALLOWANCE	1	ALL.	\$ 2,000
ITEM: 26 – FURNISH & MOUNT SAFETY & SPECIALTY SIGNBOARD (INCLUDING THE POST SYSTEM) THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER SQUARE FOOT	120	S.F.	\$ _____
ITEM: 27 - SAFETY CONTROLS FOR CONSTRUCTION OPERATIONS THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER LUMP SUM	1	L.S.	\$ _____



	EST. QTY	UNIT MEASURE	TOTAL COST
ITEM: 28 – ALLOWANCE FOR MATERIALS TESTING THE SUM OF: _____ FIVE HUNDRED _____ DOLLARS AND _____ NO _____ CENTS (\$ _____ 500.00 _____) PER ALLOWANCE	1	ALL.	\$ 500
ITEM: 29 – ALLOWANCE FOR PAYMENT OF POLICE OFFICERS THE SUM OF: _____ TWO THOUSAND _____ DOLLARS AND _____ NO _____ CENTS (\$ _____ 2,000.00 _____) PER ALLOWANCE	1	ALL.	\$ 2,000
ITEM: 30 –MANUFACTURED ‘SILT SACK’ FOR CATCHBASIN (SEDIMENTATION CONTROL) THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER EACH	2	EA.	\$ _____

TOTAL BASE BID:

The Total for all Base Bid items must be inserted in Paragraph “C” of the BID FORM.

ITEMS CONTINUED ON NEXT PAGE



EST. UNIT
QTY MEASURE TOTAL
COST

ITEM: 16.A1 – REMOVE & REPLACE THE 3” TYPE I-1 BITUMINOUS CONCRETE WALKWAY AT THE ‘LOWER END’ OF THE NEWTON CENTRE SITE (INCLUDING THE EXCAVATION & THE DISPOSAL OF THE EXISTING WALKWAY SURFACE)			
THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER _____ SQUARE YARD	100	S.Y.	\$ _____

TOTAL ALTERNATE 1 BID:

\$ _____

The Total for Alternate 1 items must be inserted in Paragraph “C” of the BID FORM.

ALTERNATE 2:

ITEM: 31.A2 – WATER FOUNTAIN AT COLD SPRING PARK (INCLUDING THE EXCAVATION & DISPOSAL OF THE EXISTING FOUNTAIN)			
THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER _____ EACH	1	EA.	\$ _____

TOTAL ALTERNATE 2 BID:

\$ _____

The Total for Alternate 1 items must be inserted in Paragraph “C” of the BID FORM.

END OF BID ITEMS

DRAWINGS

**DRAWINGS MUST BE OBTAINED THROUGH THE PURCHASING DEPARTMENT,
HOWEVER THE CONTRACTOR IS ADVISED TO CALL AHEAD TO ENSURE THAT A
COMPLETE SET OF DRAWINGS ARE READILY AVAILABLE.
(617-796-1220)**

WORK ZONES

(LAYOUT SERVICES, CONFERENCES, NOTIFICATIONS,
ADMINISTRATION, TRENCH PERMIT)

Description

- (a) The Contractor shall extract, correlate, and subsequently post the design grades shown on the plan(s) and/or as otherwise shown on the City supplied profile. **IMPORTANT: The Contractor is responsible for having the accuracy of the plan information verified, with regard to both the stationing and the grade assigned to the benchmark points, by performing a field check between successive points prior to locating and posting any design grades.**
- (b) The Contractor is to make a video tape and/or photographic record as may be required as the construction activities progress, for the purpose of documenting all decrepit, and/or extraordinary points of concern. All video and picture making shall be done on foot and shall not be shot from a vehicle.
- (c) The Contractor is to coordinate and make accommodations for all work performed on private property in the execution of this contract, and is to further coordinate, arrange and/or make accommodations for the performance of all second party utility work which may be required in order to complete the work required under this contract.
- (d) The Contractor is responsible for the scheduling and coordination of all Police services under this item, however the actual cost of Police Services will be paid for under **Item 29**.
- (e) Under this item the Contractor will be required to attend informational meetings, typically one for the general public when deemed necessary, and several with the City of Newton administration in order to discuss and subsequently address all points of concern, including but not limited to a Preconstruction Conference and Progress Conference(s) and inspection walk-throughs.
- (f) Under this item the Contractor is responsible for processing all the necessary paperwork in the execution of this contract, as well as providing and distributing fliers and notifications to abutters and other concerned parties as the project commences and as it progresses.
- (g) **Under this item the Contractor shall comply with all special procedural and/or other site specific directives as stipulated on the plan(s) to ensure a structured and efficient execution of this contract. In addition, and from time to time, the Contractor shall also be required to accommodate and comply with other special requests so that the needs of the general public, abutters, and/or other City of Newton agencies are addressed swiftly and appropriately.**
- (h) Under this item the Contractor shall file a Trench Permit application in accordance with the directives of **paragraph (q)**

onsible for verifying the accuracy of the plan information with regard to both the layout stationing and for the grade assigned to the benchmark points by performing a field check between successive points prior to locating and posting any design grades.

The grade points shall be posted all along the construction corridor on sturdy colorized four foot (4ø) high iron pins and/or stakes such that the final build-out, once completed, fully complies with the design scheme and/or with any modification necessitated by field changes ordered by the Engineer. However, the posting of grades shall not be limited to just the design grades but shall also include the interpolation and posting of intermediate grades and/or the re-posting of certain grades, as may be from time to time required by any interested party in order to successfully investigate and/or otherwise install, to the satisfaction of the Engineer, any drainage, curbing, pavement and/or any other grade dependent project related component or grade dependent issue.

(j) The Contractor shall coordinate the grading and layout activities with the Engineer to ensure that the design grades are posted in an expeditious and acceptable manner. To that end the Contractor shall supply and install, at all critical grade points identified on the plan (and/or profile), as many sturdy pins and/or stakes as he deems necessary, or as otherwise may be required by the Engineer. The pins and/or stakes, once set, shall be clearly marked with paint and flagging such that their physical location, as well as the posted grades, can be easily seen by the general public and by the field personnel. Subsequently, once the pins and/or stakes have served their purpose, they shall be immediately removed by the Contractor.

(k) The Contractor is to coordinate with the Engineer in making a video tape and/or photographic record of all existing conditions and/or points of concern prior to the commencement of construction activities, or as otherwise may become necessary as the construction activities commence, for the purpose of documenting all decrepit, and/or extraordinary points of concern or interest. This video record shall be made by the Contractor and a copy, or a secondary video tape, shall be delivered to the Engineer.

(l) As the project commences the Contractor may opt to make a photographic record in lieu of a videotape but only to supplement the preconstruction sideline video survey, and only when a photographic record is deemed necessary and sufficient by the Engineer and/or the Contractor.

(m) Videos and/or photographs are to be taken and delivered to the Engineer in such a manner that the subject matter can be clearly seen, and in such a timely manner that the collected information is not lost. **The video and/or photographs are to be made on foot via a hand-carried camera. No digital pictures shall be allowed. Only conventionally developed film is to be used.**

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prior to performing certain extraordinary construction related activities on private lands (i.e walls, steps etc.), and/or is to discuss, and/or is to make safe and reasonable accommodation of access, for all private property abutters affected by the scheduled construction activities at hand. **In certain cases the Contractor will be further required to make special accommodations for the handicapped or for other physically challenged or sensor impaired individuals who live in or about the construction area so that their needs may be appropriately addressed.** Notice of intent to construct or to disturb private property and/or access routes shall be made at least twenty four (24) hours in advance of the scheduled activity and/or as directed by the Engineer. This notification shall be made in writing on a format acceptable to the Engineer, with said notices being posted at the subject address in a location nearest to the regular mail delivery location. The decision to post notices will be at the discretion of the Engineer in the field.

(o) Under this item the Contractor shall comply with all local, state and Federal laws.

(p) **Under this item the Contractor shall continually coordinate with the Engineer for the purpose of verifying and/or approving all demolition/excavation/disposal quantities, and/or for having all newly delivered/installed material(s) quantified before, during and/or after their installation. No quantities shall be paid unless verified and/or approved by the Engineer.**

(q) **Under this item the Contractor shall file a Trench Permit application** (pursuant to M.G.L. Chapter 82A:1 and 520 CMR 7.00 et seq. (as amended) and in accordance with the -Summary of 1926 Subpart P- OSHA Excavation Standard), and he shall not commence with any excavation work until such time as the Trench Permit has been approved and he is fully prepared to meet the conditions of the Permit. To that end :

- The Trench Permit and related information is attached to this contract. (See Attachment A)
- The City of Newton shall waive the fees associated with the issuance of the Permit .
- The Contractor shall not be required to obtain additional insurance but still must list the policy number(s) under which the contractual work is being performed.
- **The Contractor must create, continually update and continually submit a signed and dated amended form, which lists the exact location of each independent trench opening and its purpose. These independent filings shall be made as often as the various trenching operations change throughout the course of the project and these updated lists shall be restricted to only the work being performed under this contract.**

Method of Measurement

(r) The Engineer shall make **percentage payments** as he deems appropriate during the course of these activities.

Basis of Payment

(s) Under **Item 1** the Contractor will be paid the **lump sum** price for all labor and materials required to complete these tasks throughout the entire term of the project.

ITEM 2 – PRE-FABRICATED SILT FENCE

ITEM 3 – PRE-FABRICATED ‘LOG/WATTLE’ (FOR SILT CONTROL)

Description

(a) Under this item the Contractor is to coordinate the installation of the conservation control measures with the City of Newton Conservation Agent who shall mark out the limits of the selected silt barrier system in the field. The Contractor shall subsequently furnish and install the appropriate prefabricated commercial grade silt fence sedimentation barrier and anchorage components as shown on the plans and as specified herein.

(b) The Contractor shall be responsible for the maintenance of all sedimentation and control devices necessary to prevent the movement of sediment from the project site and into the wetlands, the river, or into any other adjoining area(s) and/or drainage system(s).

Materials

(c) Silt fencing shall be prefabricated with wooden stakes pre-attached and shall be **‘ENVIROFENCE’ as manufactured by Celanese Corporation, Charlotte, North Carolina**, or an approved equal.

(d) Silt containment log/wattles shall be a machine-produced straw-filled tube of flexible biodegradable netting filled with compacted weed-free straw. The netting shall consist of seamless, high-density polyethylene and ethyl vinyl acetate and contain ultra-violet inhibitors.

(e) Hay bales, if shown on the plans, are to be of standard commercial size, new and unused, and shall be wrapped with two (2) wrapping wires. Each hay bale is to be staked with two (2) wooden two (2) inch by two (2) inch by thirty-two (32) inch long hardwood stakes.

Method of Construction

(f) Silt fences, log/wattles, and/or hay bales are to be positioned, located, and installed in the general areas as shown on the plan, however before such barrier and/or components are erected the Contractor shall make arrangements with the City of Newton Conservation Agent who shall clarify the final position of the devices in the field.

(g) Where hay bales are used, they are to be butted firmly together so that no gaps exist between them, and where staking of the hay bales is not possible, each bale is to be tied one to the other with nylon grade cord, as approved by the Engineer, so as to prevent separation and/or movement of the hay bales.

- (h) The Contractor will make visual inspections of all sedimentation and erosion control devices promptly after every rainstorm, and otherwise on every workday to ensure that accumulated sediment is promptly removed and that the structural integrity of the entire system(s) has not been compromised. In the event repairs to the system(s) are required, either by the Engineers directive or otherwise, the Contractor is to immediately make the required repairs to the satisfaction of the Engineer. Rips in the silt fence are to be repaired by overlapping the patch piece by at least two feet in either direction of the tear. Hay bales are to be replaced with fresh bales in the event they are disturbed, broken apart, saturated, created. Log wattles shall be repaired and or supplemented as may be required and in all cases of repair the contained soil shall be expeditiously removed and disposed of in a responsible manner prior to making the appropriate repair.
- (i) The Contractor is to remove accumulated sediment when directed by the Engineer to do so. In no case shall the sediment reach a point half way up the side of the hay bales or log wattles, or otherwise a point a quarter of the way up the silt fence.
- (j) In the event the silt barrier system(s) is left in place during the winter season, the Contractor is required to maintain them in the manner previously described.
- (k) Sediment, silt, and waste materials are to be disposed of in a proper manner, and no silt fence system(s), or any associated component, is to be removed without the Engineers authorization to do so.
- (l) Upon the completion of the project, and/or upon orders to do so, the Contractor is to remove the temporary silt barriers, any accumulations of sediment or other unsuitable material(s), and is to restore the area to its original condition, and to the satisfaction of the Engineer. **However, in all cases, the Contractor shall be responsible for removing, and disposing, in their entirety, of all anchorage devices.**

Method of Measurement

- (m) Under **Item 2** the Contractor will be paid the contract **per linear foot** price for the hay bales & silt fence in combination complete-in-place as shown on the plans and as specified herein.
- (n) Under **Item 3** the Contractor will be paid the contract **per linear foot** price for the silt -log/wattleø complete-in-place as shown on the plans and as specified herein.

Basis of Payment

- (o) Under **Item 2** and **Item 3** the Contractor will be paid the contract price **per linear foot** of pre-fabricated silt fence (and if applicable: in combination with the hay bales when shown on the plans) or the pre-fabricated log wattle respectively, complete-in-place, which unit price shall include full compensation for all labor, materials, tools and equipment and all incidentals necessary to complete the work under this item in accordance with the plans, as directed by the Engineer and as specified herein, inclusive of the removal and disposal costs subsequent to the completion of the sitework.

Description

(a) Under this item the Contractor is to coordinate the installation of the tree protection measures with the City of Newton Director of Urban Forestry who shall make the final designation(s) as to what trees are to be ultimately protected. The Contractor shall subsequently furnish and install the appropriate tree protection measures as shown on the plans and as specified herein.

(b) Once installed, the Contractor shall be responsible for the maintenance and/or immediate repair of all tree protection components.

Materials & Method of Construction

(c) Tree protection lumber shall be splinter-free common 2"x4"x8' lumber dressed on all four sides with each piece being independently placed to provide no more than four to six inches (4" - 6") of space between each piece.

(d) The split-pipe type of tree protection shall be of such a size that the entire circumference of the tree trunk is shielded from damage. These sections of SDR 35 grade pipe shall be carefully fitted in the field, overlapped if required, and each section is to carefully burnished to render it free of sharp edges.

(e) The lumber shall be secured with four foot (4') wide manufactured PVC safety fence and heavy-duty nylon cinch cable ties, or 1/2" wide rust-proof steel metal bands with matching cinch clips closed with a crimping tool, or 3/4" heavy-duty nylon cinch cable ties. Such securing means shall be wrapped fully around the lumber and subsequently tightened in such a manner as to render the lumber immovable and impact resistant once set. **No wire, nails or screws, of any type, are to be used in any tree protection system.**

(f) Upon the completion of the project, and/or upon orders to do so, the Contractor is to remove the temporary tree protection and is to restore the area around and about the tree to its original condition, inclusive of trimming any grass, and such work shall be done to the satisfaction of the Engineer.

Method of Measurement

(g) Under **Item 4** the Contractor will be paid the contract **per protected tree**.

Basis of Payment

(h) Under **Item 4** the Contractor will be paid the contract price **per protected tree**, which unit price shall include full compensation for all labor, materials, tools and equipment and all incidentals necessary to complete the work under this item in accordance with the plans, as directed by the Engineer and as specified herein, inclusive of the removal and disposal costs subsequent to the completion of the sitework.

ITEM 5 – EXPLORATORY EXCAVATION (BY HAND)

Description

(a) The Contractor shall perform an exploratory excavation(s) in locations designated by the Engineer and/or as shown on the plans by making, and then subsequently refilling, an investigative **hand-dug eighteen inch (18”) x eighteen inch (18”) x ‘field determined depth’ access hole** that shall be made for the purpose of determining the depth of the existing loam layer at various points along the proposed pathways/walkways.

Method of Construction

(b) The Contractor shall layout the proposed pathway/walkway prior to performing the work under this item which shall be performed by hand, and once the loam layer has been penetrated the Contractor, in the presence of the Engineer, shall take and record the measurement of the loam strata.

(c) Backfilling the aperture shall be done with care. Tamping of the soil shall be performed until the surface has been restored to its original level and all debris has been removed from the surrounding area(s). No backfill is to contain any type of pavement, rock or deleterious material.

(d) Under this item any material(s) deemed to be undesirable by the Engineer shall be disposed of by the Contractor at his own expense.

Method of Measurement

(e) Measurements taken for payment of exploratory excavation shall be made for **each** opening, which shall be to such depths as approved by the Engineer and as specified herein.

Basis of Payment

(f) Under **Item 5** the Contractor will be paid the contract unit price for **each** hand-dug exploratory excavation and all incidental work necessary to subsequently backfill the opening with the original trench material (except that no pavement, rock and/or deleterious material shall be used), which unit price shall include full compensation for all labor, materials, tools, equipment, and disposal costs to complete the work under this item as shown on the plans, as directed by the Engineer, and as specified herein.

S TURF

Description

(a) Under this item the Contractor is to provide the materials and is to work closely with the Engineer to define the initial limits and/or, as the project progresses, to modify the limits of the surface(s) to be stripped. Under this item the Contractor shall then subsequently remove and dispose of the existing grass turf (which must be removed in order to cleanly and clearly expose the underlying loam material). This work is to be performed for the purpose of preparing the site for the subsequent removal and transport of the existing loam layer and/or for transitioning the proposed redistribution of loam into the adjoining existing topography.

(b) Deleted

Method of Construction

(c) Working closely with the Engineer the Contractor is to carefully mark out the edges and the associated gradients of the proposed pathway and shall subsequently layout the furthest limits of the existing grass areas which must be removed in order to transition the proposed work into the adjoining existing topography.

(d) The Contractor shall use **a stripping bucket to carefully remove only the existing grass ('sod') layer** for the purpose of exposing the underlying existing loam layer for future removal. This work shall be performed in such a manner that the outside edges of the pre-determined and/or modified limits are cleanly cut.

(e) The excavated turf (sod) shall be immediately loaded onto trucks and disposed of off-site.

Method of Measurement

(f) Under **Item 6** the Contractor will be paid the contract **per square yard** of grass turf removed and disposed of, regardless of its variable thickness.

Basis of Payment

(g) Under **Item 6** the Contractor will be paid the contract price **per square yard**, which unit price shall include full compensation for all labor, materials, tools and equipment and all incidentals necessary to complete the work under this item in accordance with the plans, as directed by the Engineer and as specified herein, inclusive of all applicable removal & disposal costs.

VAGED FROM COLD SPRING PARK

ITEM 7.1 – TRANSPORT SCREENED LOAM TO THE NEWTON CENTRE SITE (INCLUDES STOCKPILING)

Description

(a) In the event the Exploratory Excavations, performed under **Item 5**, indicate that the existing material removed to make way for the proposed gravel layer of the proposed walkway system, and any associated outlying areas at Cold Spring Park, is worthy of both screening and subsequent re-use, then the Contractor shall transport and subsequently mechanically screen said material with a portable mill located on-site at the Cold Spring Park, with such work being performed under **Item 7**.

(b) Under **Item 7.1** the Contractor shall immediately load and transport surplus screened loam, salvaged from the Cold Spring Park site, and only when designated by the Engineer for re-use, to the Newton Centre site, where it is to be responsibly stockpiled and properly covered with a weighted tarp.

Method of Construction

(c) Only six wheel dump vehicles shall be used to access the fields.

(d) The loam strata shall be carefully separated from the underlying ~~non-loam~~ base material(s) wherever the proposed walkways and/or pathways are to be built. The surface material generated via these stripping activities shall be immediately screened and processed. Subsequently, any surplus screened material which, in the opinion of the Engineer is acceptable loam material and worthy of re-use, and which is not designated by the Engineer to remain on-site at the Cold Spring Park, shall be immediately placed on trucks which are to be directly dispatched to the Newton Centre site in a seamless operation.

(e) Loam transported to the Newton Centre site shall be stockpiled in a common area **outside of the Conservation buffer zones** where it is to be covered with a sufficiently weighted impermeable fabric. At the completion of the distribution of loam **the area utilized for the stockpile shall be restored by the Contractor at no expense to the City, therefore the stockpile should be strategically located.**

(f) Screening of the loam shall be performed by mechanical means employing a self-contained portable unit that shall be placed in a location shown on the plans and/or as otherwise directed by the Engineer. The screening unit shall be secured by the Contractor to render it immovable and inaccessible by the general public whenever it is not in use or is otherwise unattended. Further, **the screening equipment shall be capable of processing the salvaged loam to ensure that no particles of deleterious material(s) larger than one inch (1") in breadth pass through the screen.**

(g) Deleterious material(s) produced by the screening process and deemed unfit for re-use by the Engineer, shall be immediately disposed of by the Contractor and paid for under **Item 8**.



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iling of salvaged material shall take place until the Contractor has coordinated these activities with the Engineer who shall closely monitor the screening, loading and transport operations.

(i) Measurements taken for payment under **Item 7** shall be **per cubic yard** of screened loam that has been excavated from Cold Spring Park and has been sufficiently processed by a mechanical screening method to produce a material that is acceptable to the Engineer for re-use in the top layer of the reconstructed playing field areas.

(j) Measurements taken for payment under **Item 7.1** shall be **per cubic yard** of screened loam transported and ultimately stockpiled at the Newton Centre site, where the measurement shall occur. **To that end the Contractor shall not distribute any loam at the Newton Centre site until such time as the amount of transported loam has been verified by the Engineer. (Note: the area utilized for the stockpile shall be restored by the Contractor at no expense to the City, therefore the stockpile should be strategically located.)**

Basis of Payment

(k) Under **Item 7** the Contractor will be paid the contract unit price **per cubic yard of acceptable loam material produced by the screening process**, which unit price shall include full compensation for all on-site transportation costs, labor, materials, tools, and equipment to complete the work under this item as shown on the plans, as directed by the Engineer, and as specified herein.

(l) Under **Item 7.1** the Contractor will be paid the contract unit price **per cubic yard** of loam material transported and stockpiled by the Contractor, which unit price shall include full compensation for all labor, materials, tools, and equipment costs to complete the work under this item as shown on the plans, as directed by the Engineer, and as specified herein.

(m) Undesirable, deleterious, surplus, and/or any type of debris, produced by the screening process, shall be immediately disposed of by the Contractor under **Item 8**.

(n) The redistribution, regrading and seeding of any screened loam, whether transported to the Newton Centre site or which ultimately remains on-site at Cold Spring Park, shall be paid for under **Item 20**.

SIRABLE AND/OR

**‘SURFACE GENERATED’ MATERIAL(S)
(EXCLUSIVE OF GRASS TURF)**

Description

- (a) Under **Item 8** the Contractor shall excavate and dispose of **off-site, any soil, pavement , and/or screening debris, no matter what their nature may be, which is declared to be unsuitable, surplus and/or undesirable by the Engineer, and which is not to be salvaged or reused, but instead shall be immediately, legally and properly disposed of at an off-site location by the Contractor.** The disposal of grass turf shall be paid for under **Item 6**.
- (b) Under this item the disposal thereof to subgrade, over the entire limits of the project area(s), and to the required depths of the proposed pathways, walkways, parking areas, and/or to any other limits as directed by the Engineer, shall be performed under this item. The amount of material to be paid under this item shall be limited to the **actual volume** as measured prior to the removal of the undesired material. However in no case is the excavation, which generates the undesired material, to exceed such depths and limits as pre-approved by the Engineer.
- (c) The Contractor is not to refill any excavated area, which has generated the undesired material, until such time as he has notified the Engineer that such excavation has occurred, and the Contractor is further required to work with the Engineer to verify the breadth of the excavated area(s). **Only confirmed and verified quantities shall be paid.**
- (d) Excavation shall include the removal and disposal of pavements, soil, brush, trees under six (6) inches in diameter, boulders less than one-half (1/2) cubic yard in volume, deleterious material(s) whatever their nature may be, peat, mud or any other type of soil which the Contractor is directed to be remove **which is not specifically covered under any other item.**

Method of Construction

- (e) In the event that the Engineer declares that the material encountered at or below sub-base is unsuitable material on which to build the proposed structure, then the Contractor shall excavate to such greater depths as the Engineer may decide and no extra compensation shall be allowed other than the regular unit price quoted in the proposal for this type of excavation together with its associated disposal cost.
- (f) If in the opinion of the Engineer the existing material encountered is declared to be suitable material on which to build the proposed structure, then the Contractor shall excavate only such portions, and only to such depths, as are designated by the Engineer, and only the actual amounts of excavation shall be paid for regardless of the depth involved.
- (g) The excavation shall be at the prescribed depth below and parallel to the finished grade and left in an evenly graded condition. All work mentioned in this paragraph shall be done before the gravel base course is installed.

ssible to mobile mechanical equipment or in restricted areas shall be compacted with pneumatic rammers or powered hand tampers.

Method of Measurement

(i) No payment shall be made for any material(s)

(i) Measurements taken for payment shall be by the **cubic yard**, based upon the **in-place payment lines** as pre-approved by the Engineer during the various phases of the construction activities, for the **off-site disposal of soil, pavement , and/or screening debris**, **no matter what their nature may be, which is declared to be unsuitable and/or undesirable by the Engineer**, and then only for such quantities which have been verified by the Engineer.

Basis of Payment

(j) Under **Item 8** the Contractor will be paid the contract unit price **per cubic yard** for the excavation and immediate **disposal of soil, pavement , and/or screening debris**, no matter what their nature may be, which have been declared unsuitable and/or undesirable by the Engineer, and which are not to be reused, but instead shall be legally and properly disposed of at an **off-site** location by the Contractor, which unit price shall be full compensation for all labor, tools, equipment and all incidental work necessary to complete the work under this item as shown on the plans, as directed by the Engineer and as specified herein.

(k) The removal/stripping and disposal of grass turf shall be paid for under **Item 6**.

THE EXISTING CHAIN LINK FENCE AT NAHANTON PARK

Description

(a) Under this item the Contractor is to remove and dispose of the existing chain link fence at Nahanton Park.

Method of Construction

(b) The Contractor shall remove and immediately dispose of all existing fence components in their entirety, inclusive of the concrete footings.

(c) The Contractor shall refill each residual fence post aperture with gravel, and each is to be tamped in layers to achieve 95% compaction values.

Method of Measurement

(d) Measurements taken for payment under this item shall be **per linear foot** of chain link fence removed and disposed of, inclusive of the concrete footings, and for the material used to backfill and restore the ground in and around the aperture points.

Basis of Payment

(e) Under **Item 9** the Contractor will be paid the contract unit price **per linear foot** of chain link fence removed and disposed of at the Nahanton Park site, inclusive of the concrete footings, and for the material used to backfill and restore the ground in and around the aperture points, which unit price shall include full compensation for all labor, materials, tools, equipment, restoration and disposal costs to complete the work under this item as shown on the plans, as directed by the Engineer, and as specified herein.

FROM OUTSIDE THE SITE(S)

ITEM 11 - DENSE GRADED CRUSHED STONE

Description

(a) Under **Item 10** and **Item 11** gravel and/or dense graded crushed stone used to complete the work of this contract shall be furnished from an off-site source and it shall be subsequently installed under these items, and such work shall additionally include any preparatory excavation and disposal of all extraneous materials which are deemed to be either undesirable and/or unsuitable by the Engineer and which are not otherwise covered under separate items of this contract

(b) **The depths of the furnished gravel and/or dense graded crushed stone base course may vary substantially depending on the discovery of the existing soil conditions during the various phases of the construction activities.**

(c) The depths of the dense graded material shall be typically two inches (2ö) in depth as stipulated on the plans or as otherwise directed by the Engineer.

Materials

(d) Gravel shall be run-of-the-bank gravel containing no stone larger than three (3) inches in diameter and shall be free from roots, or other foreign matter, but having a binding quality that will compact to a ninety-five (95) per cent compaction requirement. Dense graded crushed stone shall conform to Division III, Materials, subsection M2.01.7 of the Commonwealth of Massachusetts Department of Public Works Standard Specifications for Highway and Bridges, dated 1988. All gravel and dense graded crushed stone shall be subject to the approval of the Engineer. **All subsequent references to gravel in this section shall also apply to dense graded crushed stone.**

Method of Construction

(e) Prior to placing the first lift of gravel the Contractor shall create a smooth compacted base course of the existing underlying layer. Subsequently the gravel shall be spread from self-spreading vehicles, or with power graders of approved types or by hand upon the prepared sub-base. Care shall be taken while spreading the gravel to rake forward and distribute the largest stone, so that they will be at the bottom of the gravel course and be evenly distributed.

(f) The gravel so placed shall be thoroughly rolled true to the lines and grades, as directed, with a self-propelled three (3) wheeled roller or tandem roller weighing not less than twelve (12) tons until it presents a firm, stable and unyielding surface, and until it ceases to creep under the wheels of the roller. Any depressions that appear during or after rolling shall be filled with gravel and re-rolled until the surface is true and even.

mechanical equipment or in restricted areas shall be compacted with pneumatic rammers or powered hand tampers.

(h) Compaction shall be carried on until the density of the material is not less than ninety-five (95) per cent of the Standard Proctor Density as determined by Standard Laboratory Compaction Test. As directed by the Engineer the Contractor shall arrange and submit to the Engineer results of such tests taken in such number as to indicate a test of every eight hundred (800) square feet of compacted area.

(i) No lift of freshly placed material shall exceed twelve (12) in depth.

(j) The gravel base course shall be fine graded and rolled to a true grade, the prescribed number of inches in depth, and parallel to the finished grade of the walkway. The Contractor shall, when the Engineer orders to do so, place iron pins or stakes along the edge of the proposed walkway, the edge of the various surfaces, or wherever he may decide, and mark the necessary grades thereon. The Contractor shall supply all the labor and material necessary to accomplish this task.

Method of Measurement

(k) Measurement taken for **Item 10** shall be by the **ton** for reasonably dry material as delivered to the site and which is subsequently placed. The Contractor shall furnish the Engineer with receipts from the plant showing the weight of each load of reasonably dry gravel material which is furnished and placed, however **the Engineer reserves the right to adjust the payment in the event the volume of material is either not entirely used, and/or the material is excessively wet, and/or the shipment has arrived on the site as already partially used and/or is deficient in volume based upon field measurements.**

(l) Measurement taken for **Item 11** shall be by the **ton** for reasonably dry material as delivered to the site and which is subsequently placed. The Contractor shall furnish the Engineer with receipts from the plant showing the weight of each load of reasonably dry dense graded material which is furnished and placed, however **the Engineer reserves the right to adjust the payment in the event the volume of material is either not entirely used, and/or the material is excessively wet, and/or the shipment has arrived on the site as already partially used and/or is deficient in volume based upon field measurements.**

(m) In the event tare slips are not provided, or discrepancies are either suspected and/or are found to exist in the amount of gravel and/or dense graded crushed stone being delivered, then the Engineer reserves the right to pro-rate the material at a fixed formula value @ [one (1) cubic yard = one and a half (1.5) tons of *dense and/or gravel* material].

Basis of Payment

(n) Under **Item 10** the Contractor will be paid the contract unit price **per ton** for furnishing and placing gravel, which unit price shall include full compensation for all



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labor, materials, tools and equipment, and all incidentals necessary to complete the work under this item as shown on the plans, as directed by the Engineer and as specified herein.

(o) Under **Item 11** the Contractor will be paid the contract unit price **per ton** for furnishing and placing dense graded crushed stone, which unit price shall include full compensation for all, and for all labor, materials, tools and equipment, and all incidentals necessary to complete the work under this item as shown on the plans, as directed by the Engineer and as specified herein.

BOULDER AT NAHANTON PARK

Description

(a) Under this item the Contractor shall relocate and reposition an existing boulder at the Nahanton Park site for the purpose of creating a deterrent to vehicular traffic.

Materials

(b) Existing boulders shall be used.

Method of Construction

(c) The Contractor shall relocate the existing boulders as directed by the Engineer and shall subsequently embed the underside of the boulder to render it stable.

Method of Measurement

(d) Measurement taken for **Item 12** shall be for **each** boulder set in its final location.

Basis of Payment

(e)) Under **Item 12** the Contractor will be paid the contract unit price **for each** existing boulder set in its final location and rendered stable, which unit price shall include full compensation for all labor, materials, tools and equipment, and all incidentals necessary to complete the work under this item as shown on the plans, as directed by the Engineer and as specified herein.

SWALE AT NAHANTON PARK

Description

(a) Under this item the Contractor shall install a rock lined drainage swale on the embankment at Nahanton Park. To that end the Contractor shall provide samples, excavate, remove and dispose of the existing rip-rap and all other undesirable base materials to prepare the area for the installation of the rock lined drainage swale at the Nahanton Park site and whose final limits and associated alignment shall be determined in the field by the Engineer.

Materials & Method of Construction

(b) Only natural boulders of sufficient size and mass are to be used in the construction of the swale and they shall consist only of fairly flat-faced angular stones laid upon cut and fitted Mirafi 600-x geotextile fabric, all of which, once installed, are to be completely embedded in the banking and laid on a 2:1 sand/cement mix such that the entire assembly presents a structure of tightly fitted joints, capable of dissipating the flow of the channelized flow of water while remaining firmly in place. To that end any boulders contained within the completed structure, which are either loose or can otherwise be dislodged, are to be replaced and/or reset by the Contractor at no expense to the City. The boulders and rock spalls shall be provided from a common source and shall be consistent with the samples provided by the Contractor prior to commencing with the construction of the swale.

(c) The use of spalls shall be kept to a minimum and are only to be used as a means of closing small voids which may naturally occur between the boulders. Spalls which are either loose or can otherwise be dislodged after the swale has been completed are to be replaced and/or reset by the Contractor at no expense to the City.

(d) **Mirafi geotextile 600-X** construction fabric, or an approved equal having the same structural characteristics as advertised by the manufacturer, shall be cut and independently fitted into the banking prior to the customized placement of each particular boulder and/or rock spall. Special attention must be exercised by the Contractor in order to provide a sufficient downstream overlapping of the material that will ultimately serve as a secondary aid for channelizing any infiltration of the channelized water towards the river and away from the underlying base soils.

(e) A mixture of 2 parts sand to one part Type III dark cement shall be used to support the boulders above the geotextile fabric and as a means of filling all voids, however the Contractor shall take great care in carefully fitting the surface stones to ensure that the width of the joints do not exceed 1/2 inch (1/2").

(f) Common mason sand shall be free of any extraneous debris or any other soil and/or stone contaminant material as well as being free from roots, or any other foreign matter, but having a natural binding quality that will compact to a ninety-five (95) per cent compaction requirement.

(g) The Contractor shall comply with all plan directives in the construction of the swale structure.

by the **square yard** of swale (i.e. the footprint of the completed structure) as defined by the outside (edge) perimeter of the embedded boulders.

Basis of Payment

- (i) Under **Item 13** the Contractor will be paid the contract unit price per **square yard** for the swale structure complete-in-place, which unit price shall include full compensation for all labor, materials, tools and equipment, and all incidentals necessary to complete the work under this item as shown on the plans, as directed by the Engineer and as specified herein.
- (j) The regrading of the banking shall be paid for under **Item 20**.
- (k) The Red Swamp Maple shall be paid for under **Item 22**.
- (l) The Virginia Creepers shall be paid for under **Item 23**.

CASTING UTILITY CASTING (EXCLUDING WATER SERVICE BOXES)

Description

(a) Under **Item 14** all pre-existing utility fixtures such as manholes, catchbasins, or any other existing similar utility structure, exclusive of water service boxes, that are located within the limits of the area to be constructed shall be adjusted to the final proposed grade. The work shall be done in such a manner that during the course of adjustment no debris falls into the interior of the structure, and upon restoration there will be no movement once casting has been set flush and even with the adjacent finished area.

(b) If at any time the adjusted utility fixtures settle, or if upon completion of the work, the fixtures are not even and flush with the adjacent area, or the casting set causes noise, then the Contractor shall cut out such portions of the existing work as may be necessary to reset the fixtures to the required grade or shall otherwise replace the set in its entirety. The resetting of the fixtures and the replacing of the cut out portions shall be done in a manner satisfactory to the Engineer. All the work done under this paragraph shall be done at the Contractor's own expense except where loose cover noise is the cause of the problem then the City shall only pay for the cost of the new casting set under **Item 25**.

Materials

(c) Brick shall be hard clay sewer brick and mortar shall consist of one part sand and two parts (non-lime) cement.

Method of Construction

(d) Before any existing frame and grate set, or any frame and cover set, is reused, the Contractor is to verify that the existing set is acceptable to the Engineer. If in the opinion of the Engineer the casting set should be replaced then the Contractor is to dispose of that inadequate casting at his own expense and is to replace the casting set with a new unit. The new unit will be paid under **Item 25@ Allowance for Miscellaneous Work**.

(e) In areas where the existing surface is to be excavated and/or reclaimed, and prior to the removal of the castings, the location of each existing casting shall be properly recorded by taking ties in a manner, and on a format, acceptable to the Engineer and to whom he shall furnish a copy if so requested. The existing castings shall then be removed and carefully stored by the Contractor. The Contractor shall be held responsible for the protection of the castings and shall not place them alongside the roadway or walkway in such a way that the pedestrian and/or vehicular access is impaired. Any frames, grates or covers damaged or lost during construction shall be replaced by the Contractor at

removed from the structures to a level below the proposed subgrade, especially in those cases where a reclamation process has been and the structures shall be covered with three-eighth (3/8) inch steel plates during construction as directed by the Engineer. The castings shall be replaced and set to finished grade only after the binder course of pavement has been laid. After the castings are set to finished grade the area of excavated pavement around the casting shall be replaced with bituminous concrete, fully compacted to the full depth of the pavement and only with an approved pneumatic tamping bit. No plate compactors will be allowed during this patching operation, however, the Contractor must exercise extreme care not to disrupt the grade of the newly set casting.

(f) The work shall be done in such a manner that during the course of removal no debris falls into the invert of the structure, and upon restoration there will be no movement after they are once set flush and even with the adjacent finished area. Any debris which falls into the invert must be immediately removed by the Contractor at his own expense.

(g) In certain environmentally sensitive areas, or in certain cases where soils and gradient dictate the need for run-off control measures to be employed, then the Contractor shall, at the direction of the Engineer, install a suitable filter fabric such as Mirafi Fabric under each catchbasin frame within the designated zone. This work, if called for based upon field observations, shall be done as part of this item, and shall be undertaken immediately upon notice to do so.

Basis of Payment

(h) Under **Item 14** the Contractor will be paid the contract unit price for **each** pre-existing manhole, catchbasin or gate box **(not to be confused with water service boxes and/or gas service boxes)** adjusted to the proposed grade. The unit price shall include full compensation for all labor, materials, tools and equipment and all incidental work necessary to complete the work under these items in accordance with the plans, as directed by the Engineer and as specified herein.

INCLUDES HANDICAP RAMPS)

Description

- (a) All existing curb that does not meet the proposed line or grade, or other curb necessarily disturbed throughout the course of these operations, or existing curb used to construct handicap ramp systems, and/or any other curb designated by the Engineer, shall be reset to the existing line and grade.
- (b) Under this item the Contractor shall be responsible for moving existing curb to a new location on the site in order to best meet either the aesthetic and/or the closure needs of the project. This work shall be carried out at the direction of the Engineer.

Method of Construction

- (c) The curb to be reset shall be excavated down to the underside of the existing curb or lower if necessary. The existing curb shall then be set to true line and grade. Gravel shall be forced under the curb with appropriate tools so as to form an unyielding base.
- (d) If the Engineer so directs, the Contractor shall remove the existing curb from its existing location, prepare an adequate gravel base and reset the curb as described in **paragraph (b)** above.
- (e) Any area that is inaccessible to mobile mechanical equipment or in restricted areas shall be compacted with pneumatic rammers or powered hand tampers. Compaction shall be carried on until the density of the material is not less than ninety-five (95) percent of the Standard Proctor Density, as determined by Standard laboratory Compaction Test.
- (f) Transition and flush granite curb, either of the straight or curved type, which is installed to meet **handicap ramp/curb cut** compliances, shall be constructed according to the Architectural Barriers Board Specifications for such ramps as shown in the City of Newton General Construction Details. **This work is to be performed to exact tolerances.**
- (g) Joints shall be mortared prior to backfilling operations.

Method of Measurement

- (h) Measurements taken for payment shall be taken by the **linear foot** of the reset curb, inclusive of straight and curved curb, handicap ramps, guttermouths, and/or corner blocks, complete in place.

Basis of Payment

- (i) Under **Item 15** the Contractor will be paid the contract unit price **per linear foot** of reset curb, complete-in-place, which unit price shall include full compensation for all labor, materials, tools and equipment, and all incidentals necessary to complete the work under this item, as shown on the plans, as directed by the Engineer and as specified herein.

CONCRETE WALKWAYS, PARKING & PATCH ZONE AREAS (INCLUSIVE OF TRENCHING OPERATIONS)

Description

(a) Under **Item 16** the Contractor shall perform the trenching operations and subsequently shall install a three inch (3") bituminous concrete walkway, parking, and/or permanent patch surface, each of which shall be constructed in the locations shown on the plans and/or as otherwise directed by the Engineer. The Contractor is advised that due to the nature of the work the vertical limits of the proposed pavement areas are undefined at the time of the bid. To that end:

- Stripping and Disposing of the grass turf shall be paid for under **Item 5**
- Gravel used to construct the base course of the walk, parking area and/or patch zone shall be built and paid for under **Item 10**.
- Dense Graded Crushed Stone used in the construction of the base course of the walk, parking area and/or patch zone shall be built and paid for under **Item 11**.
- and the excavation and disposal of undesirable surface generated material(s) shall be paid for under **Item 8**.

(b) **Trenching shall include:**

- Typically seven foot (7') wide swaths for walkways
- 'Cast-aside' trenching operations for the purpose of separating undesirable material(s) from existing loam which is to be stockpiled.
- Any general trenching work and/or any other operations that are otherwise required to remove any material(s) for the purpose of making way for the proposed gravel, dense graded crushed stone and/or pavement surface.
- Backfilling operations

(c) Bituminous concrete walks shall **minimally** consist of a six (6) inch gravel base, eight (8) inches at parking areas and a two (2) inch course of dense graded crushed stone, topped with a one and three-quarter inch (1 ¾") Type I-I bituminous concrete binder course and a one and one-quarter inch (1 ¼") inch bituminous concrete Type I-1 wearing surface. All dimensions shall mean the finished compacted depths. The width of the walk shall be five (5) feet unless other widths are called for on the plans or by the Engineer. **However the Contractor is advised that the depths of the furnished gravel and/or dense graded crushed stone base course(s) may vary substantially depending on the discovery of the existing soil conditions during the various phases of the construction activities.**

Materials

(d) Gravel and dense graded crushed stone shall conform to **Section 7** of these specifications.

(e) Bituminous concrete pavement shall be composed of mineral aggregate, mineral filler and bituminous material, plant mixed and laid hot. The mixing and materials shall conform to the current specifications as set forth in the Commonwealth of Massachusetts Department of Public Works Standard Specifications for Highway and Bridges, Sections 460 and M3, dated 1988
Bituminous concrete Type I-1.

(f) The walks shall be excavated or filled as directed by the Engineer, but **typically** to a subgrade ten (10) inches below and parallel to the finished grade and at parking areas the depth of excavation shall be typically twelve (12) inches below and parallel to the finished grade. The gravel base course and the dense graded crushed stone course shall then be constructed and rolled with roller weighing not less than three (3) tons and not more than five (5) tons until the surface presents a firm unyielding surface satisfactory to the Engineer. **However the Contractor is advised that the depths of the furnished gravel and/or dense graded crushed stone base course(s) may vary substantially depending on the discovery of the existing soil conditions during the various phases of the construction activities.**

(g) **Section 7, paragraph (e) through (J),** of these specifications shall apply.

(h) All bituminous concrete walks and/or drive aprons shall be constructed with the use of side forms. The forms shall be clean, smooth, free from warp, of sufficient strength to resist springing out of shape and of a depth to conform to the thickness of the bituminous concrete wearing surface. The forms shall be well staked and thoroughly braced and set to the proposed line and grade.

(i) The bituminous concrete shall consist of a three (3) inch finished depth of Type I-1 bituminous concrete laid in two (2) courses, a base or binder course of one and three-quarter (1 3/4) inch and a top or wearing course of one and one quarter (1 1/4) inch. All dimensions shall mean the finished depths. The mixture shall be placed from approved dump sheets or wheelbarrows fed directed from trucks. Dumping the mixture directly from trucks on the base will not be allowed.

(j) **Paragraphs (h) to (k) inclusive, of Section 13@ Item 17** of these specifications shall apply.

(k) The separate courses shall be rolled with a self-propelled equally balanced tandem roller weighing not less than three (3) tons and not more than five (5) tons. In places inaccessible to a power roller, compaction shall be obtained by means of hand tampers.

(l) The roller shall pass over the unprotected end of the freshly laid mixture only when the laying of the mixture is to be discontinued at the end of the days operation. In such cases, provisions shall be made for proper bonding with new surface mixture by cutting back over the full width and depth of the course. When laying of the course is resumed, the exposed edge of the joint shall be painted with a thin uniform coat of hot asphalt, just before the new mixture is laid.

(m) The finished surface shall present an even and true contour. When tested with a ten (10) foot straight edge place parallel to the center line of the surface course there shall be no deviation from a true surface in excess of one quarter (1/4) of one (1) inch. The sides when the forms are removed shall present a true line conforming to the line desired.

(n) Landings and roundings at the street corners shall be constructed as specified in the construction details and/or as directed by the Engineer.

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(o) The three inch (3ö) depth bituminous concrete mat for the construction of walkways, parking area, and/or patch zone surfaces shall be measured for payment by the **square yard**, complete- in-place.

Basis of Payment

(p) Under **Item 16** the Contractor will be paid the contract unit price **per square yard** for the three inch (3ö) bituminous concrete mat , inclusive of the preparatory trenching operations and/or activities for the construction of walkways, parking and/or patch zone surface areas, which unit price shall include full compensation for all labor, materials, tools and equipment and all incidental work necessary to complete the work under this item as shown on the plans, as directed by the Engineer and as specified herein.

(q) Gravel used to construct the base course of the walk, parking area and/or patch zone shall be paid for under **Item 10**.

(r) Dense Graded Crushed Stone used to construct the base course of the walk, parking area and/or patch zone shall be paid for under **Item 11**.

(s) Stripping and disposing of the grass turf shall be paid for under **Item 5**.

(t) The excavation and disposal of undesirable surface generated material(s) shall be paid for under **Item 8**.

**ITEM 17 – 4” CEMENT CONCRETE WALKS WITH LAMPBLACK
(@ 2 POUNDS PER CUBIC YARD)**

Description

- (a) All cement concrete walks shall be built under this item. The Contractor shall construct cement concrete walks where shown on the plans or as otherwise directed by the Engineer. **However this work does not include the cement concrete base pad for the water fountain which shall be paid for under separate Item 30.A2.**
- (b) Disposal of existing pavement material(s) shall be paid for under **Item 8.**
- (c) The base for the cement concrete walk shall consist of a six (6) inch gravel base course and a two (2) inch course of dense graded crushed stone. Dimensions shall mean the finished compacted depth. The width of the walk shall be five (5) feet unless other widths are called for on the plans or by the Engineer.
- (d) Cement concrete driveways shall consist of a six (6) inch gravel base course and a two (2) inch course of dense graded crushed stone topped with six (6) inches of concrete as directed by the Engineer. The width of the driveway aprons shall be eight (8) feet unless other widths are called for on the plans or by the Engineer

Materials

- (e) Cement concrete shall be of an air entrained type conforming to the current specifications of Section M4 of the Massachusetts Standard Specifications for Highways and Bridges supplement of June 19, 1985. Cement concrete shall have a 28 day compressive strength of **4000 PSI using 3/4 inch aggregate, and with an entrained air content of $7.0 \pm 1.0\%$.**

ADD MIXTURES: Ordinary or emulsified carbon black – two (2) pounds per cubic yard, unless otherwise directed by the Engineer.

Upon delivery of each and every concrete mix, the Engineer shall be furnished with a slip clearly stating the design mix and the quantities of the above mentioned add mixture, and any other add mixtures present in the mix. **Any concrete mix, which when tested on the job site is found to contain quantities of entrained air less than six (6) or more than eight (8) per cent or which yields a slump of less than three (3) inches or greater than five (5) inches shall be rejected, the decision of the Engineer shall be final.** The Engineer reserves the right to change the above mix in order to meet the required strength test.

(f) All concrete shall be transit mix and shall conform to the current specifications of A.S.T.M. C-94. Hand mix concrete or machine mixed on the job concrete shall be used only when permitted by the City Engineer in writing.

(g) Premoulded asphalt expansion joints shall conform to the requirements of AASHTO Designation M33.

Method of Construction

(h) When new concrete is to be placed adjacent to existing walkways and/or driveways the Contractor shall cleanly cut a crisp joint cut by a means, and along a line, approved by the Engineer. No jackhammering of the existing walk and/or driveway shall be allowed.

(i) The walks shall be excavated or filled to a subgrade twelve (12) inches below and parallel to the finished grade as shown on the plans or as directed by the Engineer.

(j) Upon the prepared subbase, the gravel and dense graded crushed stone base course shall be constructed and rolled with rollers weighing not less than three (3) tons and not more than five (5) tons until the surface presents a firm unyielding surface satisfactory to the Engineer.

(k) Any area that is inaccessible to mobile mechanical equipment or in restricted areas shall be compacted with pneumatic rammers or powered hand tampers. Compaction shall be carried on until the density of the material is not less than ninety-five (95) percent of the Standard Proctor Density, as determined by Standard laboratory Compaction Test.

(l) All concrete walks shall be constructed with the use of side forms. The forms shall be clean, smooth and free from warp. Forms for straight concrete walks shall be two by fours (2"X 4"s) staked at intervals no greater than four (4) feet, forms for curved sections of concrete walks shall be four (4) inch strapping staked as directed by the Engineer, but in no case at intervals greater than four (4) feet. The forms shall be thoroughly braced and set to the proposed line and grade.

(m) Sidewalks shall be constructed in one (1) course having a total finished depth of four (4) inches and driveway elements shall be constructed in one (1) course having a total finished depth of six (6) inches. Top or wearing courses shall not be permitted.

(n) The end of every pour shall end at joints. Fresh concrete will not be allowed to be placed against previously laid concrete which has attained its initial set, excepting at full vertical joints.

(o) The walks and/or driveway aprons shall be blocked out in rectangular sections measuring not more than six (6) feet in any dimension. Transverse joints for a distance of twenty (20) feet, more or less, shall be dummy joints with an approved edging tool which shall score the joints a minimum of one (1) inch in depth. The concrete walks shall be placed in alternate slabs twenty (20) feet, more or less, in

length. The slabs for walks shall be separated by transverse Premoulded asphalt expansion joints one-half (1/2) inch in thickness and a depth of not less than the full thickness of the walk set at right angles to the walk and to the side forms. No finishing operation shall be performed while free water is present. Finishing operations shall be delayed until all bleed water and water sheen has left the surface and the concrete has started to stiffen. After water sheen has disappeared, edging operations where required shall be completed. After edging and jointing operations, the surface shall be floated with either aluminum or magnesium floats. Immediately following floating, the surface shall be steel-troweled. If necessary, tooled joints and edges shall be rerun before and after troweling to maintain uniformity. After troweling, the surface shall be brushed by drawing a soft-bristled pushbroom with a long handle over the surface of the concrete to produce a nonslip surface. In conveying the concrete from the place of mixing to the place of deposit, the operation shall be conducted in such a manner that no mortar will be lost, and the concrete shall be so handled that the concrete will be of uniform composition throughout, showing neither excess nor lack of mortar in any one place.

(p) Premoulded asphalt expansion joints shall be placed adjacent to or around existing curb, walks, buildings and other structures designated by the Engineer.

(q) No concrete shall be placed on a frozen subbase nor shall concrete be poured when the air temperature is thirty-three (33) degrees Fahrenheit and falling, unless permitted by the Engineer, in which case the adequate means for the protection of the concrete must be provided for. No salt or other unauthorized admixtures shall be used. When completed, the newly laid concrete shall be protected from all traffic and the weather for a period of three (3) days. The Concrete shall be cured by spraying with an approved curing compound of a recognized brand applied in accordance with the manufacturer's instructions.

(r) This item shall also apply to cement concrete walks and/or driveways on private lands that have to be rebuilt to meet the proposed line and grade.

(s) Deleted

(t) All water service boxes, and/or any other service box, and/or any handhole, which falls within the walk/drive area, is to be raised such that the top plane of the utility cover is set flush with the finished sidewalk surface, and such work shall be carried out to the satisfaction of the Engineer.

(u) In those cases where frozen water service boxes are encountered the Contractor is to bring these special cases immediately to the attention of the Engineer, and upon his order to do so, the Contractor shall either remedy the situation by a means which is acceptable to the Engineer or shall otherwise retrieve corrective materials from the City of Newton Utility, and subsequently install them to the satisfaction of the Engineer. However, this work shall be paid under **Item 25@ Allowance for Miscellaneous Work**.

(v) Cement concrete walks shall be measured for payment by **the square yard**, complete in place.

Basis of Payment

(w) Under **Item 17** the Contractor will be paid the contract unit price **per square yard** for the cement concrete walks, complete in place, **including the preparatory excavation** which work shall additionally consist of the disposal of all excess, undesirable and/or existing pavement material(s). The unit price shall include full compensation for all labor, materials, tools and equipment and all incidentals necessary to complete the work under this item as shown on the plans, as directed by the Engineer and as specified herein, inclusive of the raising of all service boxes to the finished grade.

(x) Detectable Surface Pavers shall be paid for under **Item 18**.

PAVERS AT HANDICAP RAMP

Description

(a) The work under this item shall consist of furnishing and installing, by embedment, a series of factory manufactured **Detectable Paver** Warning Surfaces whose purpose is to raise the visibility and indicate the presence of a handicap ramp/curb cut location. These tiles will be accessed by the general public and the physically challenged pedestrian, therefore the installation of these surfaces will require the Contractor to exercise exceptional care in the placement and the finishing process that are associated with these pavers. Under this item the Contractor is wholly responsible for complying with the latest ADA requirements.

Materials

(b) The Detectable Paver shall be equal * to a **Red(15) @ 11 3/4" x 11 3/4" x 2"** Non-Slip Concrete Paver Detectable Warning System as manufactured by;

Hanover Architectural Products
240 Bender Road
Hanover, PA 17331
1-717-637-0500
www.hanoverpavers.com

***An approved equal shall mean a factory fabricated system which meets the dimensional, structural and physical characteristics of the representative surface noted above and as specified herein. If the contractor chooses to seek approval for an alternative system then he must provide the City of Newton with a manufacturer's catalog cut, and upon further request, the Contractor shall provide a representative sample of the alternative tile, which clearly indicates the physical attributes of the system, as well as its compliance with the American Disabilities Act (ADA) standards, so that the City of Newton can readily perform a comparison assessment of the product(s).**

"Equality" - An item equal to that named or described in the specifications of the contract may be furnished by the Vendor and the naming of any commercial name, trademark or other identification shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the material being purchased; and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications. **The name and identification of all materials other than the one specifically named shall be submitted to the City in writing for approval before the use or fabrication of such items.** Subject to the provisions of M.G.L., Ch. 30, Sec. 39J, approval shall be at the sole discretion of the City, shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the Vendor's expense. All directions, specifications and

Installation, handling, storing, adjustment and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the Vendor.

- (c) The Detectable Paver shall be of the **Non-Slip** type.
- (d) The Detectable Paver shall be new, structurally sound, and appropriate for safe use.

Method of Construction

- (e) **Manufacturer's warranties are to be assigned and delivered to the City of Newton.**
- (f) The Contractor shall install each Detectable Paver to meet the exact gradient tolerances prescribed in the current ADA guidelines which are shown in the City of Newton General Construction Details. Typically this gradient, from top to bottom, shall not exceed 7.5 % (or two inches (2ö) over the twenty-four (24ö) inch depth of the Tile). Nor shall the gradient, from side to side, exceed 1.5% (or one inch (1ö) over the sixty inch (60ö) width of the tile).
- (g) The Contractor shall install each Detectable Paver in accordance with the directives shown on the plan.
- (h) Each Detectable Paver shall be installed so that the front (street side) edge is set back twelve (12ö) inches from **the face of the curb** (so that six (6ö) inches of cement concrete remain between the back of the curb and the edge of the tile).
- (g) Cracked, chipped or deficiently domed pavers will not be accepted.
- (j) The Contractor must plan his work so that the outlying cement concrete panels transition to the edge of the tile in a smooth and uniform manner.
- (k) Any cement concrete placed adjacent to the pavers shall be brought flush with the surface edge of the tile and finished with an edge trowel.

Method of Measurement

- (l) Under **Item 18** the Contractor shall be paid **per square foot** of Detectable Pavers complete in place.

Basis of Payment

- (m) Under **Item 18** the Contractor will be paid the contract unit price **per square foot** of Detectable Pavers, complete in place, which unit price shall include full compensation for all labor, materials, tools and equipment and all incidentals necessary to complete the work under this item, as shown on the plans, as directed by the Engineer and as specified herein.

ITEM 19 – 3 STABILIZED STONEDUST PATH AT NAHANTON PARK (INCLUSIVE OF TRENCHING OPERATIONS)

Description

(a) Under **Item 19** the Contractor shall perform the trenching operations and subsequently shall install a three inch (3ö) Stabilized Stonedust pathway in the location shown on the plans and/or as otherwise directed by the Engineer. The Contractor is advised that due to the nature of the work the vertical limits of the proposed pathway is undefined at the time of the bid. To that end:

- Stripping and Disposing of the grass turf shall be paid for under **Item 5**
- Gravel used to construct the base course of the walk, parking area and/or patch zone shall be built and paid for under **Item 10**.
- Dense Graded Crushed Stone used in the construction of the base course of the walk, parking area and/or patch zone shall be built and paid for under **Item 11**.
- and the excavation and disposal of undesirable surface generated material(s) shall be paid for under **Item 8**.

(b) Trenching shall include:

- Typically seven foot (7') wide swaths for the pathway
- 'Cast-aside' trenching operations for the purpose of separating undesirable material(s) from existing loam which is to be stockpiled.
- Any general trenching work and/or any operations that are otherwise required to remove any material(s) for the purpose of making way for the proposed gravel, dense graded crushed stone and/or pavement surface.
- Backfilling operations.

(c) Stabilized stonedust walks shall **minimally** consist of a six (6) inch gravel base topped with a three inch (3ö) layer of Stabilized Stonedust. All dimensions shall mean the finished compacted depths. The width of the walk shall be five (5) feet unless other widths are called for on the plans or by the Engineer. **However the Contractor is advised that the depths of the furnished gravel and/or dense graded crushed stone base course(s) may vary substantially depending on the discovery of the existing soil conditions during the various phases of the construction activities.**

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(d) The base grey color stabilized stonedust shall match the existing pathway at Nahanton Park and shall be equal * to **Pre-Mixed StaLok® Paving Material** as manufactured by;

Stabilizer Solutions, Inc.
33 South 28th St.
Phoenix, AZ 85034
1-602-225-5900
1-800-336-2468
www.stabilizersolutions.com

***An approved equal shall mean a factory manufactured stabilized stonedust system which either meets or exceeds the physical characteristics of the representative surface noted above and as specified herein. If the contractor chooses to seek approval for an alternative system then he must provide the City of Newton with a manufacturer's catalog cut, and upon further request by the City, the Contractor shall provide a representative sample of the proposed compound, both cured and uncured, which clearly indicates the physical attributes of the alternative system, as well as its compliance with the American Disabilities Act (ADA) standards, so that the City of Newton can readily perform a comparison assessment of the product(s). Further, the City of Newton reserves the right to request, and subsequently either approve or disapprove of the alternative system, prior to awarding the bid.**

"Equalityö - An item equal to that named or described in the specifications of the contract may be furnished by the Vendor and the naming of any commercial name, trademark or other identification shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the material being purchased; and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications. **The name and identification of all materials other than the one specifically named shall be submitted to the City in writing for approval before the use** or fabrication of such items. Subject to the provisions of M.G.L., Ch. 30, Sec. 39J, approval shall be at the sole discretion of the City, shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the Vendor's expense. All directions, specifications and recommendations by manufacturers for installation, handling, storing, adjustment and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the Vendor.

Method of Construction

(e) The Contractor shall provide the Engineer with a copy of the manufacturers installation instructions prior to commencing with the installation of the material.

(f) The Contractor shall comply with the manufacturers installation instructions.

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The mix of stabilized stonedust is to be placed within the properly graded and properly staked forms that shall be of sufficient lengths to provide a smooth transition for both the gradient and the alignment of the pathway along its entire course. All formwork is subject to the approval of the Engineer.

- (h) The work shall be carried on incrementally to preserve the structural integrity of the finished pathway by disallowing equipment from passing along the finished pathway, and to ensure the quality of the installation of blended material on a day to day basis.
- (i) All work is to be undertaken and executed to prevent any unsafe conditions to humans, animals and/or the environment. The use of heavy duty construction tarps, used as preventative devices, shall be employed, and all empty -Stabilizer containers are to be removed from the site on a daily basis and thereafter appropriately discarded on daily basis in accordance with local, state and Federal laws.
- (j) All residual dust, sediments, or new or used -Stabilizer containers/packages, are to be kept under strict control to prevent contamination of the surrounding area. No -Stabilizer dust is to remain on the ground, all spillage is to be immediately purged from the area. No debris accumulation will be allowed.
- (k) No stabilized atonedust material is to be exposed to moisture prior to its installation. No -stabilizer which has been exposed to moisture is to be used, and the Engineers decision shall be final.
- (l) No -stabilizer material is to be placed on muddy and/or unfirm and yielding ground. All operations are to cease during rainy conditions.
- (m) The dry stabilized stonedust material is to be spread on a prepared gravel base which has been compacted to 95% density. The material is to be brought to its true line and grade by screeding across the tops of the forms to ensure compliance with all architectural barrier standards as shown on the plans, as specified herein, or as otherwise directed by the Engineer.
- (n) The Contractor is to thoroughly and evenly saturate the screeded stonedust pathway until such time as the full depth of the stonedust has become moistened in accordance with the manufacturer's instructions. During this operation the Contractor is not to blemish the surface of the prepared pathway by taking precautions to avoid pitting and gouging with an excessive use of water pressure. In order to ensure that full moisture penetration has taken place, the Contractor is to systematically open and close holes along the pathway during the wetting operation to verify compliance with this requirement, with such holes being supplemented by those required by the Engineer. The Contractor is to wait the amount of time prescribed by the product manufacturer before compacting the prepared material to 95% density through the use of steel drum hand rollers weighing no less than one-thousand (1000) pounds or power rollers weighing no less than four (4) tons. All compaction work is to take place within forty-eight (48) hours of the wetting process.
- (o) The Contractor is to protect the stabilized stonedust pathway until such time as it has reached its working strength and foot traffic can no longer mar the newly laid surface.



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l, nor any water application, is to take place if the gravel base is frozen, or if the air temperature is below freezing, or if the air temperature is predicted to be freezing or below freezing within four (4) days following the wetting and compaction process.

Method of Measurement

(q) Under this item the Contractor will be paid **per square yard** based upon the finished surface area of the stabilized stonedust pathway.

Basis of Payment

(r) Under **Item 19** the Contractor will be paid the contract unit price **per square yard** for the three inch (3ö) Stabilized Stonedust mat, inclusive of the preparatory and backfilling trenching activities and/or operations, which unit price shall include full compensation for all labor, materials, tools and equipment and all incidental work necessary to complete the work under this item as shown on the plans, as directed by the Engineer and as specified herein.

(s) Gravel used to construct the base course of the pathway shall be paid for under **Item 10**.

(t) Stripping and disposing of the grass turf shall be paid for under **Item 5**.

(u) The excavation and disposal of undesirable surface generated material(s) shall be paid for under **Item 8**.

**ITEM 20 6 DISTRIBUTION, GRADING & SEEDING OF LOAM MATERIAL
(WITH TWO 'AFTER-SEED' HAND RAKINGS)**

ITEM 21 – SUPPLEMENTAL LOAM (IF ORDERED BY THE ENGINEER)

Description

(a) Under **Item 20** and **Item 21** the salvaged/stockpiled loam, or if ordered by the Engineer, the newly delivered supplemental loam (supplied from an outside), shall be used to rebuild the lawns adjacent to the street, walkways, pathways and/or swales to meet the proposed lines and grades for the purpose of smoothly transitioning the new work into the existing topographical conditions as shown on the plans and/or as directed by the Engineer. **The depth of loam used in the this effort shall be six (6) inches in depth as measured in its finished state** and shall conform to the dimensions shown on the construction details and as specified herein. **The Engineer reserves the right to pro-rate (by percentage) any loam areas that are 'feathered into' the existing conditions, and/or are used to 'top-dress' any existing areas, and which are not fully six inches (6") in depth.**

(b) In the event the Engineer deems it necessary to supplement the salvaged loam, to achieve a smooth transitioning between the proposed and existing conditions, and only upon the orders of the Engineer to do so, the Contractor, , shall supply loam under **Item 21**, however the distribution and grading of loam supplied under **Item 21** shall be paid for under **Item 20**.

Materials

(c) Loam, Limestone, Fertilizer, and Grass Seed shall conform to **paragraphs (d)-(j)** of these specifications noting that the Grass Seed for slopes less than 3:1 shall be of the finer type to produce a finer turf. Whereas the Grass Seed for slopes greater than 3:1 shall comply with the directives of **paragraph (j)**.

(d) Loam shall be clear, rich, dark colored loam friable, reasonably well supplied with plant food, free from excess swamp muck, peat, clay, silt, stones, sods, roots, gravel, sand, subsoil or other foreign material. All loam furnished and/or used for this work shall be approved by the Engineer.

(e) Limestone shall be ground limestone that will pass a No. 20 sieve, and at least seventy-five (75) per cent will pass a No. 100 Sieve. Ground limestone shall have a neutralizing value satisfactory to the Engineer.

(f) Fertilizer shall be furnished in containers plainly marked with the chemical analysis of the product and it shall have one of the following compositions by weight.

	10-6-4	8-6-4	7-7-7
Nitrogen	10% min.	8% min.	7% min.
Available Potash Acid (P ₂ O ₅)	6% min.	6% min.	7% min.
Water Soluble Potash (K ₂ O)	4% min.	4% min.	7% min.

At least fifty (50) per cent by weight of the nitrogen content of the fertilizer shall be derived from organic materials.

(g) Grass seed shall be of the previous year's crop and in no case shall the weed seed content exceed one (1) per cent by weight. Grass seed shall conform to the requirements of the following table:

	Proportion	Germination Minimum	Purity Minimum
Creeping Red Fescue	50%	85%	95%
Kentucky Blue	25%	85%	90%
Domestic Rye	10%	90%	98%
Red Top	10%	85%	92%
Ladino Clover	5%	85%	96%

(h) The several varieties of seed shall be furnished and delivered separately, and mixed after delivery as directed by the Engineer.

(i) The responsibility for satisfactory results shall rest entirely with the Contractor regardless of any tentative approval given by the Engineer.

(j) The seed mixture specified for slopes graded at the rate of 3:1 and greater shall consist of a tough hardy type. Grass seed for slopes graded at the rate of 3:1 and steeper shall conform to the requirements of the following table.

	Proportion	Germination Minimum	Purity Minimum
Creeping Red Fescue	50%	85%	95%
Kentucky Blue	25%	85%	90%
Domestic Rye	10%	90%	98%
Red Top	10%	85%	92%
Ladino Clover	5%	85%	96%

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be excavated to subgrade six (6) inches below and parallel to the finished grade. **Feathering at the edges of the project limits shall only be allowed at the Engineer's discretion, however any such areas are subject to averaging and pro-rating the amount of square yards for payment purposes.**

(l) Loam shall then be spread on the subgrade in sufficient quantities to produce without rolling and after material settlement has taken place, a depth of four (4) inches. On this layer of loam ground limestone shall be spread at the rate of one-half (1/2) pound per square yard and thoroughly incorporated into the loam for the total depth, by harrowing or spading and raking. The surface shall be brought smoothly to a grade parallel to the finished grade.

(m) The second layer of loam shall then be spread in sufficient quantities to produce after final rolling the required finished depth. At least five (5) days shall elapse after the application of the ground limestone, and then fertilizer shall be spread on the top layer of loam at the rate of two tenths (2/10) of a pound per square yard. The full depth of the loam shall then be spaded, harrowed and graded to the finished grade.

(n) After the grass plots have been prepared as described above, grass seed shall be carefully and appropriately sown at the rate of three and six tenths (3 6/10) pounds to each one hundred (100) square yards. The surface shall then be raked until the grass seed is thoroughly covered with a thin layer of well graded loam **which action shall constitute the first hand raking.** Finally the surface shall be rolled with a hand roller weighing not more than one hundred (100) pounds per foot of width.

(o) After a substantial rainfall the Contractor shall again hand rake the regraded area for the purpose of removing all small stone particles and any other debris which has been exposed by the washing down of the loam. **This action shall constitute the second hand raking, however it does not diminish the Contractors responsibility for ensuring a catch of grass throughout all areas, nor his responsibility for providing a pebble free regraded area.**

(p) The Contractor shall insure a good catch of grass and shall be responsible for the first cutting of the grass. He shall maintain seeded areas during construction and he shall reloam, regrade and reseed any area which in the opinion of the Engineer requires such.

Method of Measurement

(q) Under **Item 20** measurements taken for payment shall be by the **square yard** of the finished work, complete in place. **In accordance with paragraph (a) the Engineer reserves the right to pro-rate any loam areas that are 'feathered into' the existing conditions and which are not fully six inches (6") in depth.**

(r) Under **Item 21** measurements taken for payment shall be by the **cubic yard** of loam ordered by the Engineer, furnished by the Contractor and which quantities are ultimately verified by the Engineer prior to placement. **The distribution, grading and seeding of loam supplied under Item 21 shall be paid for under Item 20.**

id the contract unit price **per square yard** for distributing any existing on-site salvaged loam material and/or for loam furnished by the Contractor under **Item 21**. This work shall include the collective distribution, mixing, grading, and seeding of these combined and/or separate components, inclusive of the two hand rakings required, for the purpose of establishing all lawn areas complete in place, which unit price shall include full compensation for all labor, materials, tools and equipment and all incidentals necessary to complete the work under this item in accordance with the plans, as directed by the Engineer and as specified herein.

(t) Under **Item 21** the Contractor will be paid the contract unit price **per cubic yard for loam furnished** by the Contractor from an off-site(s) source when ordered by the Engineer to do so, which unit price shall include, upon delivery, acceptance of quality, and quantitatively verified by the Engineer in the field, shall be full compensation for all labor, materials, tools and equipment and all incidentals necessary to complete the work under this item in accordance with the plans, as directed by the Engineer and as specified herein.

(u) **The distribution, grading and seeding of loam supplied under Item 21 shall be paid for under Item 20.**

(v) The transport and stockpiling of loam salvaged from the Cold Spring Park site and delivered by the Contractor to the Newton Centre site shall be paid for under **Item 7**, however the subsequent distribution/grading/seeding of this loam shall be paid for under **Item 20**.

MAPLE (Acer rubrum)

ITEM 23 – VIRGINIA CREEPER (Parthenocissus quinquefolia)

Description

(a) Under **Item 22 and Item 23** trees and plants are to be supplied and installed during the spring **planting season, i.e. the month of April or in the fall period of October thru November 15**, unless otherwise approved by the City of Newton Director of Urban Forestry. All work is to be in accordance with the graphical representations as shown on the plans and as specified herein.

The work of this Section consists of furnishing and planting all trees, plants, and furnishing and installing related items as indicated on the Plant List and Drawings and/or as specified herein and includes, but is not limited to, the following:

- Excavation and preparation of tree pits
- Furnishing and planting trees
- Furnishing and installing Typar Biobarrier Root Control Fabric
- Furnishing and installing bark mulch
- Furnishing and applying water
- Establishment care
- Guarantee

The work to be done under this section shall require the Contractor to provide all labor, material, equipment and transportation necessary for the furnishing and planting of trees as specified herein.

The City does not guarantee the locations of existing pipes or underground conduits. The locations of these structures shown on City engineering plans are approximate. In private lands where sprinkler systems, driveways, walks, steps, walls and heating cables and or heating pipes are encountered, the contractor shall use due caution when excavating in the vicinity of these structures.

The contractor will not leave any excavated areas left open after securing his work site at the end of each day. The contractor is responsible for barricading and cautioning off such open excavated areas before leaving the work site. The Director of Urban Forestry may require the contractor to cover over or backfill such excavated areas in reference to the safety of the general public.

The City does not guarantee the nature of any material encountered in any excavation. The contractor must make his own examination, by boring, test holes, or otherwise, for determining the nature of the material to be excavated or the conditions under which the work is to be preformed, and make his bid in sole reliance thereon.

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The contractor shall clean up the entire project before the Parks & Recreation Department will accept the work. All debris, rubbish, boulders from any excavation material and etc., unless specifically ordered by the Director of Urban Forestry to do otherwise, or any other debris shall be disposed of by the contractor. The entire area within the easements and all other areas disturbed by the contractor shall be graded and left in a condition comparable to that as found originally and satisfactory to the Director of Urban Forestry.

All trenches and excavation areas resurfaced by the contractor shall be guaranteed against settlement, upheaval or failure of any kind for a period of one (1) year after the City accepts the works and he shall replace such resurfacing at his own expense. The City's Engineer shall be sole judge as to what constitutes a failure and which portion of the resurfacing is to be replaced, and the City's Engineer decision shall be final.

Prior to the commencement of work the contractor shall meet with the Director of Urban Forestry and provide a written schedule for the completion of work. The Director of Urban Forestry requires that this schedule be closely adhered to. Any changes to the schedule must be submitted to the Director of Urban Forestry in writing for his/her approval.

The contractor shall furnish all the labor, materials, tools and equipment necessary to do all the work required for the completion of each item as specified.

The contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before the completion and final acceptance of the work, and shall bear the expense thereof.

The contractor shall exercise the greatest of care to ensure that no material being hauled either to go from the site by him or his sub-contractor's is spilled onto any way, public or private way, within the City limits. In the event that such spillage does occur, it shall be the contractor's responsibility to remove the spilled material and clean the area by the end of the workday. If in the judgement of the Director of Urban Forestry, the contractor has not satisfactorily cleaned the area of any spill, the Director of Urban Forestry may then order the area to be cleaned by the City at the Contractor's expense.

Horticulturally skilled workers, trained and experienced in accepted nursery practices shall perform the planting. The work shall be done under the supervision of a qualified planting supervisor demonstrating a background in landscape operations. It is encouraged that the planting supervisor be a Massachusetts Certified Landscape Professional, Massachusetts Certified Horticulturist, and/ or Massachusetts Certified Arborist.

Before starting the work and from time to time during the project's progress, as the Director of Urban Forestry or the City's Engineering Department's Field Inspector may request, the contractor shall submit to him or them a written description of the methods he plans to use in doing the work and the various steps he intends to take.

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The contractor shall cooperate with any other contractors, utility companies and or City of Newton Department that may be working at or near this project's work site covered by this contract. The Director of Urban Forestry and or the City's Engineering Department's Field Inspector, will decide as to the respective rights of the parties involved and their decisions shall be final.

The contractor shall be solely responsible for accepting the plant material delivered for this project by the Nursery Suppliers. The contractor shall notify the Director of Forestry, forty-eight (48) hours in advance of such delivery, prior to the unloading of the plant material in reference to questions and comments in regards to suitability, condition or acceptance arises. The contractor's responsibility for the acceptance and guarantee of all the plant material shall in no way be lessened because of the Director of Urban Forestry's judgement that all of the plant material is acceptable in appearance.

The contractor shall not be responsible after the planting of new trees in reference to injuries, losses or damages to such trees as directly caused by Acts of God, vandalism, accidents caused by automobiles, trucks, fire or damaged caused by animals.

The contractor shall conduct his work so as to interfere as little as possible with public travel, and shall give property City's, and business City's a proper means of access to their property where regular existing access has been cut off in reference to this project.

The contractor shall carry on the work in accordance with the requirements of law and of all other public authorities, and to the satisfactions of the Director of Forestry and or the City's Engineering Department's Field Inspector. Contractor shall give notices, take out all permits, pay all charges and fees, give personal supervision to the work and keep thereon a competent foreman and sufficient employees, skilled in the several parts of the work which is assigned to them to carry out, in reference to this project.

Materials

STANDARDS AND DEFINITIONS

The following standards and definitions shall apply to the work of this Section.

American National Standards Institute (ANSI): Standard Z60.1-1997: American Standard for Nursery Stock, published by the American Association of Nurserymen

American National Standards Institute (ANSI): Standard A300-2001: Standard Practices for Tree Care Operations of Tree, Shrub and Other Woody Plant Maintenance

"Contractor" as referenced herein, shall mean the contractor furnishing and planting the trees and performing all other related work of this contract.

At least thirty (30) days prior to intended use, the Contractor shall provide the following samples and submittals for approval. **Do not order materials until City's approval of submittal has been obtained.** Delivered materials shall closely match the approved samples. Should the source of supply be changed within the course of the contract, the Contractor shall submit new samples or submittals for approval per the original submission.

Plant Material: Contractor shall provide written certification as to source of plant material and species/cultivars to be supplied.

Fertilizer: Submit one (1) sample packet of fertilizer and six certificates showing composition and analysis for fertilizer, also submit invoices of total purchased material for this contract.

Planting Mulch: Submit a one- (1) cubic foot sample.

Anti-Desiccant: Submit manufacturer, also submit invoices of total purchased material, for this contract.

Moisture Retention Material: Submit manufacturer's literature and sample. Also submit invoices of total purchased material for this contract.

Suppliers receipted invoices for moisture retention material and fertilizer packets. Invoice shall state that material was furnished for this project.

7. Watering Schedule: See watering section.

TREES

Selection of Nursery Stock

At least fourteen (14) days prior to the date, on which the tree selections are to be made, and at least 28 days prior to the expected planting date, the Contractor shall request, in writing to the City Engineer, that the City designate a representative, from its technical staff to select and tag trees to be furnished.

The letter of request shall also have attached a certification from the supplier attesting to the fact that the stock to be selected from are, in fact, the particular trees required under this Section. No substitutions will be permitted.

The Contractor shall arrange for and bear the cost of transportation, meals in transit, and overnight accommodations, if necessary, for the City's representative during the period of time required to select and to tag the required plant materials.

Contractor's representative in attendance to digging. The City will inspect and tag all trees with the

General Qualifications

Trees shall be good examples of their species or variety, with uniform, well developed branch structure, balanced head, and single leader.

Trees shall be in accordance with the American Standard for Nursery Stock of the American Association of Nurserymen.

The scientific and common name of plant material herein specified, conform with the approved names given in the most recent edition of standardized plant names prepared by the American Joint Committee on Horticultural Nomenclature, and the American Standard for Nursery Stock.

The contractor shall supply all plant materials listed and/or shown on drawings, diagrams, sketches, etc., within these specifications, or unless otherwise noted. Be advised that any discrepancies between quantities, etc., shall not entitle the installation contractor and others to additional re-numeration.

All trees shall be freshly dug. All trees shall be nursery grown. No collected trees will be accepted. No plants from cold storage or previously heeled in stock will be accepted.

All trees shall have a caliper of three (3) inches, unless otherwise noted. Any undersized trees will not be accepted.

Only trees grown within Hardiness Zones 1 through 5 as established by the Arnold Arboretum, Jamaica Plain, Massachusetts, or USDA zones 2-6 will be accepted. The Contractor shall certify in writing that the stock has actually been grown under Zone 5 or hardier conditions. Trees will not be accepted without such certification.

Trees shall be sound, healthy, and have vigorous growth, free of disease, insect pests, eggs or larvae. All parts shall be moist and show active green cambium when cut. All plant materials shall meet or exceed the specifications of federal, state and county laws requiring the inspection and control of plant diseases and insect infestations.

Trees will not be pruned before delivery. Trees will be rejected for acceptance if pruned before delivery.

The Director of Urban Forestry or the Commissioner of Parks & Recreation reserve the right to reject any tree within their professional opinion which does not comply with these specifications or requirements.

Tree Roots

The root system of each tree shall be well provided with dense, fibrous roots.

earth firmly wrapped with untreated eight (8)-ounce organic burlap, securely held in place by stout cord or wire. Processed or manufactured root balls or inorganic (plastic) burlap will not be accepted. No trees will be accepted if the ball of earth surrounding its roots has been badly cracked or broken.

The diameter and depth of the root ball must be sufficient to encompass the fibrous and feeding root system necessary for healthy development of the tree.

Tree Trunk

The trunk of each tree shall be a single uncut leader and straight trunk growing from a single unmutated crown of roots. No part of the trunk shall be conspicuously crooked as compared with normal trees of the same variety. No trees that have had their leaders cut, scarred, scraped, bruised, or wounded, will be accepted.

The trunk shall be free from sunscald, frost cracks, or wounds resulting from abrasions, fire or other causes. No pruning wounds shall be present having a diameter exceeding two inches and such wounds must show vigorous bark growth on all edges. Trees shall not be pruned prior to delivery.

Tree Height

When indicated, the overall height of the trees (measured from the crown of the roots to the tip of the top branch) shall be not less than the minimum size designated.

Height from the ground to the lowest branch shall be eighty (80) inches. The required height to lowest branch may be accomplished by pruning after installation if, in the City's opinion, this does not detract from the shape or form of the tree or cause unsightly scars.

Handling

Trees shall be dug, handled and transported so as to prevent damage of any sort including but not limited to breakage of branches, scraped or bruised trunk, or broken root ball.

Trees shall be protected from desiccation during digging, storage, and transportation by watering, covering, and application of anti-desiccants, as necessary to ensure their continued health and viability.

When trees cannot be transported and planted immediately upon being dug they shall be stored and protected from desiccation and extremes in temperature by being heeled-in, watered, and covered and/or sprayed with an anti-desiccant.

Inspection upon Delivery

Inspection and approval of plants at the source shall not impair the right of subsequent inspection and rejection upon delivery to the site, if the City finds that the trees have declined noticeably due to

er causes. Costs of replacements for trees found deficient at time of delivery shall be borne by the Contractor.

MULCH

All pine bark mulch material for this project shall conform to the following specifications:

Shall be uniform in color, a good reddish brown color.

The composition of the shredded pine bark material shall not exhibit a noticeable degree of any color change characteristics when wet.

Insect and disease free of anything that would be harmful to all trees being installed.

The shredded pine bark mulch material shall not have an unpleasant odor to it.

Prior to the contractor ordering shredded pine bark mulch material, the contractor shall submit to the Director of Urban Forestry, at the contractor's expense, one cubic foot sample of the shredded pine bark mulch material. The contractor shall not order any delivery of the shredded pine bark mulch material until the contractor's sample has been inspected and approved by the Director of Urban Forestry.

If the Director of Urban Forestry disapproves of the sample submitted by the contractor, then the contractor shall continue at no expense to the City, to obtain other sources of pine bark mulch material as specified until the contractor's sample of such material, meets with the Director of Urban Forestry's approval.

FERTILIZER

Fertilizer shall be provided for each tree through the use of slow-release fertilizer packets, packaged in plastic sacks with micropore holes, which provide for a controlled release of nutrients gradually over a minimum eight-year period.

Each packet shall consist of four ounces of water-soluble fertilizer with a minimum guaranteed analysis of available elements as follows:

Nitrogen 16%
Phosphoric Acid 8%
Potash 16%

Fertilizer packets may be obtained from ADCO Works, P.O. Box 310, Hollis, NY 11423, telephone (718) 739-4400, or from Unique Fertilizers Inc., P.O. Box 99, Deptford, NJ 08096, telephone (609) 848-4444.

SPECIFICATIONS FOR ROOT CONTROL BARRIER

General Qualifications

This is a materials specification covering root control barrier in trenches, alongside hardscape structures such as sidewalks, curbing, pavements, concrete and building foundations to prevent structural damage due to root penetration. The product functions to provide both a physical and chemical barrier zone to restrict vegetative root encroachment.

This is a material purchasing specification and design review of its use is recommended.

Physical and Chemical Requirements

Fibers used in the manufacture of root control barrier substrate fabric shall consist of long chain synthetic polyolefins (at least 95% by weight) and a UV stabilizer. They shall be formed into a stable network such that the filaments or yarns retain their dimensional stability relative to each other.

Nodules consisting of trifluralin, carbon black, and polyethylene compounded in a patented method utilizing time-released characteristics are permanently attached to the substrate fabric on 1-1/2" centers by a through injection molding process.

All substrate property values, with the exception of apparent opening size (AOS), in these specifications represent minimum average roll values (MARV) in the weakest principal direction (i.e., average test results of any roll in a lot sampled for conformance or quality assurance testing shall meet or exceed the minimum values provided herein). Values for AOS represent maximum average roll values .

Property values for the trifluralin are average run values.

Sampling, Testing, and Acceptance

Root control substrate product shall be subject to sampling and testing to verify conformance with this specification. Acceptance shall be based on manufacturer's certifications.

Testing shall be performed in accordance with the methods referenced in this specification for the indicated application. The number of specimens to test per sample is specified by each test method.

Shipment and Storage

Product labels shall clearly show the manufacturer or supplier name, style number, and roll number and shall include a compliance statement certifying that all ingredients and inspection standards for this product have been met.

be wrapped with a protective EVOH bag and placed in a box that will protect the product from damage due to shipment, water, sunlight, contaminants and to prevent premature release of herbicide. The protective wrapping shall be maintained during periods of shipment and storage.

During storage, root control product shall be elevated off the ground and out of direct sunlight. It shall remain sealed in EVOH protective bag inside shipping box at a temperature of not more than 110°F.

Product Description

Overall Product Major Composition and Ingredients			Typical
Active Chemical*:	Trifluralin (a,a,a-Trufluro 2,6 - dinitro - N,N, - Dipropyl - p - toluidine)		18.9 %
Inert Ingredients:	100% Spunbonded Polypropylene, Polyethylene and Carbon		81.1 %

Typical Values

Trifluralin Characteristics	English	Metric	Test Method*
Vapor pressure (mm Hg @ 25° C)	1x10 ⁻⁴	1x10 ⁻⁴	EPA CG 1600
Solubility in Water (ppm @ 25° C)	<0.3	<0.3	EPA CG 1500

Minimum Values

Fabric Properties	English	Metric	Test Method*
Unit Weight	3.9 oz/yd ²	130 g/m ²	ASTM D-5261
Grab Tensile Strength	130 lbs.	575 N	ASTM D-4632
Elongation at Break	60%	60%	ASTM D-4632
Puncture Strength	40lbs.	175 N	ASTM D-4833
Trap Tear	60lbs.	265 N	ASTM D-4533
Permittivity	0.7 sec.	0.7 sec.	ASTM D-4491
AOS (Max Value)	0.21 mm	0.21 mm	ASTM D-4751
Ultraviolet Stability	70% @ 500 hrs	70% @ 500 hrs	ASTM D-4355

WATER

Water shall be free from impurities injurious to plant growth.

The Contractor shall be responsible to furnish its own supply of water to the site.

1. A granular blend of organic polymer particles, crosslinked for insolubility with the ability to absorb at least 150 times its weight in a standard fertilizer solution; Viterro Gelscape, TerraSorb or approved equal.

ANTIDESICCANTS

Antidesiccants shall be emulsions or other materials that will provide a protective film overplant surfaces permeable enough to permit transpiration and specifically manufactured for that purpose. Manufacturer of antidesiccant shall be subject to the City's approval.

Method of Construction

PLANTING SEASON

The Contractor shall locate plant material sources and ensure that plants are shipped in a timely fashion for installation during the following periods:

Spring: Deciduous Trees: April 1 ó May 31

Fall: Deciduous Trees: October 1 ó November 15

Dig trees only while dormant: i.e., prior to bud break in the spring or after the onset of dormancy in the fall.

Any trees dug but not planted within the same season shall be heeled in and maintained by the supplier, at no additional cost to the City, until the next planting season. No planting out of season will be permitted.

PLANTING LOCATIONS

Approved plant locations shall be marked on the pavement by the City. Contractor to have pit locations checked by Dig-Safe for utility conflicts before any excavation or pavement removal is started.

If it is necessary to adjust any of the locations because of unforeseen concealed conditions, the changes shall be made as directed by the City.

TREE PIT PREPARATIONS

Remove all soil from above the root flare to expose the top-most root where it emerges from the trunk, and measure the distance between the top-most root and the bottom of the root ball.

Hole shall be dug about 10% shallower than this depth and at least two times the width of the ball.

When tree planting pits are dug using mechanical means, i.e. backhoe, excavator, auger, etc., and the side walls of the pits become plastered or glazed, the plastered or glazed surface shall be properly scarified.

Surplus excavation and unsuitable material from the tree planting pits shall be disposed of by the contractor and to the satisfaction of the Director of Urban Forestry.

TREE INSTALLATION

Add moisture retention material to the pit's subgrade per manufacturer's recommendations.

Set trees to line and grade as shown in the drawings, with 10% of the root ball (typically 2 inches) higher than the sidewalk surface or finish grade, centered in the planting pit, and plumbed straight.

Root balls with wire baskets must be completely cut off the sides of the root ball, leaving the bottom of the wire basket in place. **DO NOT PULL WIRES OUT FROM UNDER THE ROOT BALL.**

Fill hole about 1/3 full and gently slice a shovel down into the backfill 15 to 25 times all around the tree. Do NOT step firmly in the backfill soil because this could compact it and restrict root growth. Be careful not to damage the trunk or roots in the process.

Remove or lay back top 2/3 of burlap off the root ball. **DO NOT PULL BURLAP OUT FROM UNDER THE ROOT BALL.** Cut and remove all rope. Remove all non-biodegradable root ball materials, if present.

Water the first third of soil to settle and eliminate air pockets. Backfill the remainder of the pit in layers not to exceed six 6 inches. Water soil to settle. Fill in any holes or depressions with additional backfill soil. When the hole is filled with soil the root ball should remain approximately 2 inches above the backfill soil. The top of the root ball is not to be covered by the backfill soil.

Form a 3 to 4 inch deep saucer around the tree as shown in the drawings.

After bringing soil in pit to grade and forming the planting saucer, thoroughly soak the tree pit by repeatedly filling the pit with water to the full depth of the saucer, allowing the water to completely percolate into the soil between fillings.

Install fertilizer packets at depth of six (6) to eight (8) inches equally spaced around the plant, as it is being backfilled. Packets shall be installed per the manufacturer's instructions. Packets shall not be cut, ripped, or damaged. The application rates for fertilizer packets shall be one packet for each inch of tree trunk caliper.

WATERING

After placing each layer of planting mix, thoroughly water the planting mix in place, without disturbing or "puddling" the mix.

After bringing soil in pit to grade and forming the planting saucer, thoroughly soak the tree pit by repeatedly filling the pit with water to the full depth of the saucer, allowing the water to completely percolate into the soil between fillings.

All trees must be watered on a regular basis during the establishment period. Each tree shall require 15 gallons of water per week, except during extremely wet seasons determined by the City.

For example one tree will require (2) waterings per week. The first watering on Monday at 10 gallons and the second watering on Thursday at 5 additional gallons.

During extremely dry seasons each tree will require 20 gallons per week applied in two separate waterings. (For example one tree will require (2) waterings per week. The first watering on Monday at 10 gallons and the second watering on Thursday at 10 additional gallons.) Water shall be applied slowly at the root ball to prevent runoff and erosion of soil. Additional water shall also be applied in the riser of the aeration-watering loop.

The Contractor shall provide the City with a schedule of watering which will be performed showing which trees will be watered each day of the week.

All work injured or damaged due to the lack of water, or the use of too much water, shall be the Contractor's responsibility to correct.

MULCHING

Apply a three inch layer of mulch (after settlement) around the tree. This area shall be at least six feet in diameter around the trunk of the tree. Mulch shall not come in contact with the trunk of the tree or the root flare. Mulch should be two to three inches from the trunk.

Place mulch immediately after planting. No tree planting pit shall be left for any longer than thirty minutes without mulch. No mulch material shall be applied prior to the initial watering of plant materials upon installation.

PRUNING

Any trees which have been freshly pruned before delivery will be rejected.

The pruning of trees shall consist of removing dead or injured branches and removing interfering branches, etc. Never cut a leader or "turkey tail"; trim lateral branches.

Care shall be taken to preserve the natural shape and character of the various trees.

All tree pruning shall be performed by qualified personnel with tools and equipment specifically designed for the type of pruning work to be performed.

Contractor to encourage apical dominance by removing co-dominant leaders as required leaving only one central leader.

Pruning shall be performed whether immediately before or within forty-eight (48) hours after the trees are set in.

When, in the opinion of the Director of Urban Forestry, trees have been weakened by failure to prune within the forty-eight (48) hour period, or where pruning has been improperly done, then the Director of Urban Forestry may order remedial measures to be taken or rejection of such trees.

CARE OF NEW TREES

1. The care of all planted trees shall begin immediately after each tree has been satisfactorily delivered and installed. This care shall continue throughout the life of the contract until FINAL ACCEPTANCE of the project.
2. Care shall include, but not to be limited to, loam and etc., that has been displaced by erosion or other means, such as normal settling, watering when needed or directed, and performing any other work as required to keep the trees in a good healthy condition. See below PERIOD OF ESTABLISHMENT.
3. The contractor shall remove and replace all dead, defective and rejected trees such as occur during the initial tree plantings, as soon as they occur, and such trees will be watered in.

RESTORATION OF WORK AREAS AND CLEANUP

1. All areas damaged during the process of the work shall be the responsibility of the contractor and who shall restore the disturbed and damaged areas to a condition satisfactory to the Director of Forestry. This may include, but not be limited to tilling, grading, paving, fertilizing, mulching, etc.
2. The contractor shall also be responsible for any other damage caused by his or her process of work operations and shall dispose of all rubbish, excess soil, etc., as directed by the Director of Forestry, all of which shall be done at no expense to the City of Newton.

After the completion of all plantings and all other related operations the Contractor shall make written request to the City for a formal inspection of the work. If plant materials and workmanship are acceptable upon inspection, written notice will be given to the Contractor stating that the work has received Preliminary Acceptance and that the establishment period has commenced from the date of the notice.

ESTABLISHMENT PERIOD

Trees are to receive establishment care for 12 months from the date of Preliminary Acceptance.

Tree care shall begin immediately after each plant is planted to ensure the viability of the tree throughout the Establishment Period.

Plants shall be straightened, watered, mulched, weeded, pruned, sprayed and treated for insect pests and diseases, fertilized, cultivated and otherwise cared for, and shall be protected until final acceptance of the project at the end of the Guarantee Period.

Period to inspect the plantings and shall take immediate action to identify potential problems and undertake corrective measures. If required, the Contractor shall engage professional specialists such as arborists and horticulturists to inspect plant materials, identify problems, recommend and carry out remedial procedures.

Defective work shall be corrected immediately after becoming apparent, weather and season permitting. Plants that die during the Establishment Period shall be removed at once. Replacement of dead trees will be done immediately if during the specified installation season. If dead tree has been removed out of planting season, the contractor shall wait until the beginning of the subsequent planting season, at which time the replacement tree will be planted. If tree to be replaced is a fall hazard species the contractor shall wait until the beginning of the spring planting season, at which time the replacement tree will be planted.

Replacements shall be of the same species and size and shall conform in all respects to the specifications for furnishing and installing new plants. Replacements shall be maintained and guaranteed as specified for the original plantings. If, at the end of the guarantee period for the replacement planting, the replacement is not in acceptable condition, the City may elect to accept a credit in lieu of a second replacement.

When dead or unhealthy plants are removed and replaced, any damaged or broken fertilizer packets shall be replaced with new packets, at the same rate of application as specified herein for new installations.

Contractor and the City to determine if the work is acceptable shall carry out an inspection. To be accepted, the work must be in like-new condition. Each tree must exhibit the form typical to its species with at least 75% of its canopy viable. Any tree that has lost its leader will be rejected. **All weeds in pit must be removed and mulch restored to specified depth.** Based on the inspection, the City will prepare a list of deficiencies in the work. When the deficiencies are corrected to the City's satisfaction, the City will issue a written notice beginning the guarantee period.

GUARANTEE PERIOD

After the establishment period, the contractor shall guarantee that all trees shall be in good healthy and flourishing condition two years (2) from the date the Establishment Period is complete.

During the Guarantee Period the Contractor shall meet with the City semi-annually to inspect the plantings and shall take immediate action to identify potential problems and undertake corrective measures. If required, the Contractor shall engage professional specialists such as arborists and horticulturists to inspect plant materials, identify problems, recommend and carry out remedial procedures.

During the Guarantee Period the Contractor shall provide tree care as required to produce an acceptable planting at the Final Inspection. To be found acceptable at that time each tree shall have been established in place for one (1) year, shall show at least 75% healthy growth and shall have the natural character of its species as determined by the City.

Trees found unacceptable or dead at any time during the guarantee period shall be removed promptly from the site and replaced during the specified planting season. Replacements shall be of the same species and size and shall conform in all respects to the specifications for furnishing and installing new plants. Replacements shall be established and guaranteed as specified for the original plantings. If, at the end of the Guarantee Period for the replacement planting, the replacement is not in acceptable condition, the City may elect to accept a credit in lieu of a second replacement.

Cost of replacements shall be borne by the Contractor, except when such replacement is required due to vandalism or neglect by others.

At the end of the Guarantee Period, the Contractor and the City will meet to inspect the trees to determine they are acceptable. To be accepted, each tree must exhibit the form typical to its species with at least 75% of its canopy viable. It must demonstrate reasonable growth and vigor, as determined by twig and branch growth. Any tree that has lost its leader will be rejected. Based on the inspection, the City will prepare a list of deficiencies in the work. When the deficiencies are corrected to the City's satisfaction, the City will issue a written notice beginning the guarantee period.

complete in place on a **per tree** basis.

(c) Under **Item 23** Virginia Creepers shall be measured complete in place on a **per plant** basis

Basis of Payment

(d) Under **Item 22** and **Item 23** the Contractor will be paid the contract unit price for the installation of each tree or plant respectively, including excavation and the disposal of excess material. This unit price will include full compensation for all labor, materials, tools, equipment, and incidental work needed to complete the work under this item as shown on the construction plan, as directed by the Engineer and as specified herein.

BENCH

(INCLUDING THE REMOVAL & DISPOSAL OF AN EXISTING PARK BENCH)

Description

(a) The work under this item shall consist the excavation, removal and disposal of an existing park bench and for furnishing and installing, by embedment, a factory manufactured Park Bench.

Materials

(b) The proposed Park Bench shall be equal * to **Model 11-80PL with an S-1 type embedment and having a bronze finish with grey colored plastic slats**, as manufactured by;

DuMor, Inc.
P.O. Box 142
Mifflintown, PA 17059
1-800-598-4018
www.dumor.com

***An approved equal shall mean a factory fabricated system which meets the dimensional, structural, physical characteristics and fastener pattern of the representative bench system noted above. If the contractor chooses to seek approval for an alternative system then he must provide the City of Newton with a manufacturer's catalog cut which clearly indicates the physical attributes of the system. If the contractor chooses to seek approval for an alternative system then he must provide the City of Newton with a catalog cut which clearly indicates the physical attributes of the alternative system, so that the City of Newton can readily perform a comparison assessment. Further, the City of Newton reserves the right to request, and subsequently either approve or disapprove of the alternative system, prior to awarding the bid.**

"Equalityö - An item equal to that named or described in the specifications of the contract may be furnished by the Vendor and the naming of any commercial name, trademark or other identification shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the material being purchased; and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications. **The name and identification of all materials other than the one specifically named shall be submitted to the City in writing for approval before the use** or fabrication of such items.

Subject to the provisions of M.G.L., Ch. 30, Sec. 39J, approval shall be at the sole discretion of the City, shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the Vendor's expense. All directions, specifications and recommendations by manufacturers for installation, handling, storing, adjustment and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the Vendor.

(c) **Manufacturer's warranties are to be assigned and delivered to the City of Newton.**

(d) The Contractor shall excavate and immediately dispose of the existing bench and shall subsequently backfill the apertures with rammed gravel before the new apertures are created to install the new bench system.

(e) The Contractor shall install each new bench in accordance with the directives shown on the plan and in accordance with the manufacturers instructions.

Method of Measurement

(f) Under **Item 24** the Contractor shall be paid **for each** new bench furnished and installed complete in place, inclusive of the removal and the immediate disposal of the existing bench it replaces.

Basis of Payment

(g) Under **Item 24** the Contractor will be paid the contract unit price **for each** new bench furnished and installed complete in place, inclusive of the removal and the immediate disposal of the existing bench it replaces, which unit price shall include full compensation for all labor, materials, tools and equipment and all incidentals necessary to complete the work under this item, as shown on the plans, as directed by the Engineer and as specified herein.

MISCELLANEOUS WORK (ENGINEERS DISCRETIONARY FUND)

Description

The work of this section is to complete certain items of work which are not called for under the specifications or indicated on the plans but which are requested by the Engineer. These items of work shall be completed only when and as directed by the Engineer. The Contractor may not proceed with any work under this section without the written notice of the Engineer to complete the work under the "Miscellaneous Work Allowance".

The sum to be allowed for the work of this item shall be **two thousand dollars (\$2,000.00)**.

All work under this item shall be paid for by one or more or a combination of the following methods at the City's discretion.

- a. Unit prices previously bid.
- b. An agreed lump sum.
- c. The actual cost of:
 1. Labor, including foremen;
 2. materials entering permanently into the work;
 3. the ownership or rental cost of construction plant and equipment during the time of use on the extra work;
 4. power and consumable supplies for the operation of power equipment;
 5. insurance;
 6. social security and old age and unemployment benefits.

To the cost under c. there shall be added a fixed fee to be agreed upon but not to exceed fifteen per cent (15%) of the actual cost of the work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expense.

The City shall retain a cash credit in full or in part, in the event that the final cost of materials and/or equipment is lower than the original cash allowance provided.

To the estimated cost or actual cost under (c) for work performed by subcontractors, there shall be added a fixed fee of ten per cent (10%) as compensation to cover the subcontractor's cost of supervision, overhead, profit and any other subcontract general expense, plus ten per cent (10%) as compensation to cover the General Contractor's cost of supervision, overhead, profit, bond and any other general expenses.

Basis of Payment

Payment for work completed under **Item 25** shall be as specified above, in full or in part, as approved by the Engineer.

ITEM 26 – FURNISH AND MOUNT SAFETY & SPECIALTY SIGNBOARD (INCLUDING THE POST SYSTEM)

Description

- (a) Safety and specialty signboards shall be placed, as directed by the Engineer, and/or as described in the City of Newton General Construction Details and/or as shown on the plans. The Contractor is not to order any signboards until he has coordinated this effort with the Engineer in order to identify the maximum number, and various types of signboards, that should be contained in the initial sign making order as every new signboard, once delivered, is to be reused. The Contractor is to order new signboards as the Engineer may further direct as the construction activities progress, however, no payment will be made for any new signboard which is damaged or lost. Damaged or lost signs are to be replaced at the Contractors own expense.
- (b) When scope of the project involves multiple site locations signboards and posts are to follow the construction progress, being moved from zone to zone, with signboards and posts being the first mobilization element to be established throughout each project zone before any other construction activity takes place within that particular zone.
- (c) Specialty signboards, bearing unique messages, shall be fabricated by special order of the Engineer to address any and all site specific informational requirements.
- (d) Once established, all signboards and/or post systems are to be maintained for the duration of the construction activities. Any damaged signboards and/or post systems are to be immediately replaced at the Contractors own expense without any additional compensation.

Materials

- (e) Plywood signboards panels shall be fabricated from $\frac{3}{4}$ " thick medium Density Overlaid (MDO) Exterior Type, A-B both sides surface in natural color and the whole conforming with the requirements and tests for the above as set forth in U.S. Products Standards PSI-74 for Construction and Industrial Plywood. All plywood shall bear the grade trademark of an approved testing agency. The entire area of the signs shall be reflectorized with the reflective sheeting conforming to Section M9.30.0 of the Commonwealth of Massachusetts, Standard Specification for Highway and Bridges, dated 1988. All applicable portions of Sections 828 and 840 of the aforementioned specifications shall also apply.
- (f) Posts shall be constructed of sturdy material(s) and adequately installed so as to withstand ninety (90) mile an hour sustained winds when the respective sign is mounted in place. No payment will be made for posts, and/or support systems, which do not clearly meet this criteria. No additional payment will be made to replace any damaged post systems.

Method of Construction

- (g) All signboards shall be fastened in the manner described in the Construction Details, and/or as shown on the plans, or as directed by the Engineer.

maintaining all signboards and posts for the duration of the contract and all signs and/or posts damaged or lost during construction shall be replaced by the Contractor at his own expense.

(i) Upon completion of the Contract, all safety and specialty signboards shall become the property of the City of Newton. Signboards shall be delivered by the Contractor to a City location designated by the Engineer, where the Contractor is to neatly stockpile the signboards. The City reserves the right to limit the number of signs it receives, and to further pick and choose which signs are to be delivered to the City of Newton. In the event the City has no desire to take control of the signs, then the Contractor is to dispose of them as he so chooses, however, in no case is any sign to be discarded in this manner until such time a the Engineer authorizes its release.

Method of Measurement

(j) Measurement for payment of signboards with the post system and/or the mounting effort, shall be based upon the square foot of surface area for each new and professionally made signboard. No additional payment will be made for field made signboards which are ordered by the Engineer and which bear a temporary hand-written message.

Basis of Payment

(k) Under **Item 26** the Contractor will be paid the contract unit price **per square foot for each new professionally made safety and specialty signboard authorized by the Engineer**. The express intent, under this item is to re-use the signboards, moving the signboards from project zone to project zone as the construction operation progress, without any further additional compensation under this item. Under this item signboards are to be furnished, complete in place **inclusive of post systems**, which unit price shall include full compensation for all labor, materials, tools and equipment and all incidentals necessary to complete the work under this item, as shown on the plans, as directed by the Engineer and as specified herein. No additional payment will be made for sign post systems which are damaged and replaced.

CONSTRUCTION OPERATIONS

Description

- (a) Work under this section consists of providing, positioning, repositioning and maintaining various traffic and/or pedestrian control devices, inclusive of drum devices, emblazoned caution ribbon, cones, or any other necessary means for guiding and preserving the safety of the traveling public, and the safety of the working personnel during construction and maintenance operations, which actions and materials includes channelizing, barricades, detouring and other warning devices, as directed by the Engineer, and/or as requested by the Police Detail Officer, and/or as shown on the plans.
- (b) Under this item the Contractor is solely responsible for all safety aspects of the Contract subject to the Provisions of **Article 14** of the General Conditions of the Contract.

Materials

- (c) Drums shall be Type IV reflectorized in their entire white and orange areas with reflective sheeting. Barricades along with non-metallic reflectorized drums shall conform to Section M9 of the Mass. DPW Standard Specifications for Highways and Bridges. Newly developed products providing equivalent target value and stability that are acceptable to the Engineer may be used. All barricades and drums shall be maintained in a satisfactory manner, including the removal of dirt or road film that causes a reduction in sign reflective efficiency.
- (d) Each barricade and drum used for warning or channelizing at night shall be equipped with a flashing light. All devices that are not lighted at dusk shall be repaired or replaced.
- (e) Materials required under this section need not be new, but must be in first class condition and acceptable to the Engineer. Any materials, that in the judgement of the Engineer, are unsatisfactory in appearance and/or performance, shall be removed and immediately replaced by acceptable units. However, the Contractor is solely responsible to monitor and verify the conditions of the materials, and to take immediate action to remedy any deficiencies otherwise brought to his attention.
- (f) Signs for drum devices are to comply with all applicable provisions of **Section 22**.

Method of Construction

- (g) All warning and directional devices shall be subject to removal, replacement and/or repositioning as often as is necessary. Deployment of such devices shall be the sole responsibility of the Contractor, therefore ample number of devices must be maintained at all times and at no time is vehicular or pedestrian traffic be a cause for concern.

(h) The Contractor is to work closely with the Safety Officer of their insurance agent to determine, and establish, on an ongoing systematic basis, as the construction operations progress, the number of reflectorized devices that are needed in order to eliminate any and all potential safety hazards to the general public.

(i) Cones of non-reflectorized warning devices shall not be left in operating position when the day's operations have ceased.

(j) Further, all signs mounted on drum devices are to be turned away from traffic at days end when no longer in use.

Method of Measurement

(k) The Engineer shall make **percentage payments** as he deems appropriate during the course of these activities.

Basis of Payment

(l) The contract **lump sum** price under **Item 27** shall constitute full payment for all materials, labor and equipment required or incidental to the work described above and/or as shown on the plans. Any devices which are lost, stolen, destroyed, or deemed unacceptable while their use is required on the project shall be replaced without additional compensation.

(m) Signboards for placement upon drum devices will be paid under **Section 22 Item 26**.

ESTING

Description

(a) The Contractor shall include in his bid an allowance of **five hundred dollars (\$500.00)** for cylinders and for other tests conducted in the field and/or the laboratory as required by the Engineer for the control of the concrete, reclaimed pavement material, bituminous concrete pavement, or for any other material.

(b)The City will reimburse the Contractor the full amount of the material testing services provided when approved by the Engineer. The Contractor is required to submit to the City Engineer copies of evidence of payment.

(c) Under this item the Contractor shall , at the direction of the Engineer, either transport the sample materials to the testing facility site or shall otherwise arrange to have the samples retrieved directly from the field location. In addition, the Contractor shall coordinate the sampling, transport and the manner in which the results of the sampling are submitted with the Engineer.

Basis of Payment

(d) Under **Item 28** the Contractor will be paid the full invoice amount for approved and/or authorized material testing services conducted by an independent and qualified laboratory . **Under no circumstances will the City of Newton pay for any testing procedures which unreasonably exceed the accepted industry standards.**

ITEM 29 ALLOWANCE FOR PAYMENT OF POLICE OFFICERS

Description

- (a) The Contractor shall include in his bid an allowance of **two thousand dollars (\$2,000.00)** for payment of Police traffic officers. This allowance will be used as a basis for comparison of bids only.
- (b) The City will reimburse the Contractor for the full amount of charges for Police services.
- (c) Article 1 of the Special Conditions of the Contract shall apply.
- (d) Under this item the Contractor shall be responsible for ordering, and for cancelling details on a day to day basis. In the event the Contractor has ordered police details, and does not give the police department ample advance notice that work has been cancelled for that day due to inclement weather or for any other reason, then the Contractor shall bear the expense of that billed detail.
- (e) The Contractor shall completely familiarize himself with the current policies regarding and/or regulating police details. In the event police detail requests cannot be completely filled to cover the Contractor's scheduled work for any particular day then the Contractor shall adjust his work schedule accordingly and shall not hold the City responsible for any loss of time, or for any other financial loss. The City of Newton will however grant an extension of time to the original contract term for each day lost due to insufficient police staffing.

Basis of Payment

- (f) Under **Item 29** the Contractor shall submit paid invoices to the Engineer. The Contractor shall then be reimbursed the full invoice amount for City of Newton Police Department charges and/or, when applicable, for Massachusetts State Police charges, as full reimbursement under the allowance for payment of Police officers.
- (g) The original invoice issued by the billing authority must be submitted to the Engineer for payment under this item.
- (h) Scheduling and coordination of Police Officers will be paid for under **Item 1**.

6' FOR CATCHBASIN (SEDIMENTATION CONTROL)

Description

(a) **Under this item the Contractor shall furnish and install factory manufactured silt sacks in all catchbasins in accordance with the detail as shown on the plans and/or as directed by the Engineer.** The silt sacks shall be strategically installed along the roadway and/or target areas as directed such that any soil contaminated run-off generated by the Contractor's operations is captured in the silt sack. To that end the silt sacks shall be continuously moved forward of the work as the work progresses and shall not be removed from any catchbasin until such time as all potential run-off for the immediate workzone is deemed to be reasonably free of silt contamination by the Conservation Commission and/or the Engineer.

Material

(b) **The silt sack shall be a factory manufactured unit** that is specifically designed as a sedimentation containment device and it shall be provided with integrally equipped fabric lugs through which shall pass #8 (eight) steel reinforcing bar such that, upon the removal of the catchbasin grate, the silt sack shall neither fall into the catchbasin structure nor shall it allow its contents to prematurely empty into the catchbasin unit.

(c) The steel rebars shall be cut and fitted to the silt sack in such a way that they pose no projection hazards. In addition, the steel bars shall be reasonably free of any sharp edges.

(d) In the event the silt sack is installed where there is a curb opening then the Contractor shall also equip the silt sack unit with a foam filler to prevent any sedimentation from bypassing the silt sack.

Method of Construction

(e) The placement of new silt sacks shall be at the discretion of the Engineer.

(f) The Contractor shall not commence with any trenching operations until such time as silt sacks have been installed in every catchbasin that lies downstream from his workzone and has the potential of intercepting the run-off from the workzone.

(g) Once the silt sacks have been fitted to the catchbasin the Contractor shall replace the catchbasin grate in such a way that it lies flush with the top of the catchbasin frame. Whenever this cannot be achieved, or whenever a potential tripping hazard exists then the Contractor shall place a safety device at that location.

(h) The Contractor shall be diligent in keeping the silt sack clean and he shall remove all excessive silt either by his own volition or as he is otherwise directed to do so by the Engineer.

- (i) The Contractor shall continue to move the silt sacks forward of the work as the Engineer either directs and/or allows or the Contractor shall otherwise install supplemental silt sacks as the case(s) may necessitate.
- (j) When the silt sacks are emptied it shall be done in a responsible fashion so that the captured silt is immediately discarded from off of the site.
- (k) Double catchbasins shall be provided with two silt sacks.
- (l) Measurements taken for payment of shall be for each new silt sack that is initially provided by the Contractor. To that end the Contractor will be required to subsequently remove, empty and move the silt sack to a new location without further compensation.

Basis of Payment

- (m) Under **Item 30** the Contractor will be paid the contract unit price for each new silt sack that is initially provided by the Contractor under the direction of the Engineer. To that end the Contractor will be required to subsequently remove, empty and then move the used silt sack to a new location without further compensation, which unit price shall include full compensation for all labor, materials, tools, equipment and all incidental work necessary to complete the work under this item, as shown on the plans, as directed by the Engineer and as specified herein.

**THE 3" TYPE I-1 BITUMINOUS CONCRETE
WALKWAY AT THE 'LOWER END' OF THE NEWTON CENTRE SITE
(INCLUDING THE EXCAVATION & THE DISPOSAL OF THE EXISTING WALKWAY SURFACE)**

Description

(a) Under this item the Contractor shall remove and dispose of the existing bituminous concrete walkway surface located at the lower area of the Newton Centre Playground site and shall subsequently install a new three inch (3") bituminous concrete walk along this selected corridor. The successful completion of this work may require the Contractor to widen the existing gravel base to accomplish this installation.

Materials

- (b) Bituminous concrete shall comply with **Section 12** of these Special Provisions.
- (c) Gravel and/or dense graded crushed stone shall comply with **Section 7** of these Special Provisions.
- (d) Loam shall comply with **Section 18** of these Special Provisions.

Method of Construction

- (e) Excavation & disposal of the Grass Turf shall comply with **Section 3 Item 6** of these Special Provisions
- (f) Bituminous concrete shall comply with **Section 12** of these Special Provisions.
- (g) Gravel and/or dense graded crushed stone shall comply with **Section 7** of these Special Provisions.
- (h) Loam shall comply with **Section 18** of these Special Provisions.

Method of Measurement

- (i) Under **Item 16. A1** the Contractor shall be paid per square yard based upon the restored walkway surface.

Basis of Payment

- (j) Under **Item 16. A1** the Contractor will be paid the contract unit price **per square yard** for the bituminous concrete walk, including the **excavation and the disposal of the existing bituminous concrete walkway surface**. The unit price shall include full compensation for all labor, materials, tools and equipment and all incidental work necessary to complete the work under this item as shown on the plans, as directed by the Engineer and as specified herein.

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shall be paid for **Item 6**.

- (l) Gravel shall be paid for Under **Item 10**.
- (s) Dense Graded Crushed stone shall be paid for under **Item 11**.
- (n) The redistribution/regrading/seeding of loam and/or the supply of loam shall be paid under **Item 20** or **Item 21** whichever is applicable.

COLD SPRING PARK (REMOVAL & DISPOSAL OF THE EXISTING FOUNTAIN)

Description

(a) The work under this item shall consist the excavation, removal and disposal of an existing water fountain (fountain) and for furnishing and installing, complete-in-place, a new factory manufactured water fountain and all associated appurtenances..

Materials

(b) The proposed Water Fountain shall be equal * to **Model 440 SMSS with a ten inch (10") Stainless Steel Carrier**, as manufactured by;

**Most Dependable Fountains, Inc.
5705 Commander Drive,
Arlington, TN 38002**

Toll Free 800-552-6331
www.mostdependable.com

***An approved equal shall mean a factory fabricated system which meets the dimensional, structural, physical characteristics and fastener pattern of the representative water fountain system noted above. If the contractor chooses to seek approval for an alternative system then he must provide the City of Newton with a catalog cut which clearly indicates the physical attributes of the alternative system, so that the City of Newton can readily perform a comparison assessment. Further, the City of Newton reserves the right to request, and subsequently either approve or disapprove of the alternative system, prior to awarding the bid.**

"Equality - An item equal to that named or described in the specifications of the contract may be furnished by the Vendor and the naming of any commercial name, trademark or other identification shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the material being purchased; and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications. **The name and identification of all materials other than the one specifically named shall be submitted to the City in writing for approval before the use** or fabrication of such items.

Subject to the provisions of M.G.L., Ch. 30, Sec. 39J, approval shall be at the sole discretion of the City, shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the Vendor's expense. All directions, specifications and recommendations by manufacturers for installation, handling, storing, adjustment and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the Vendor.

(c) Cement Concrete shall comply with all applicable sections of **Section 13 Item 17.**

- (c) **Manufacturer's warranties are to be assigned and delivered to the City of Newton.**
- (d) **Prior to beginning the work under this item the Contractor shall contact the City of Newton Water Superintendent to coordinate the closing, transitioning, reconnecting, tying in, and final inspection(s) of the existing water supply to the new supply line.**
- (e) The Contractor shall excavate and immediately dispose of the existing water fountain and shall thereafter rebuild the aperture in accordance with the plan directives before subsequently backfilling the remaining portion of this opening with rammed gravel which is to be followed by an application of six inches (6") of loam.
- (f) The Contractor shall form and pour the proposed concrete base pad in accordance with the directives shown on the plan and/or as directed by the Engineer.
- (g) The Contractor shall install and activate the new water fountain in accordance with the directives shown on the plan and in accordance with the manufacturers instructions, a copy of which is to be provided to the Engineer prior to the installation of the new water fountain.
- (h) Upon activation the Contractor shall run the water through the newly installed system until such time as all air and any residual construction particles have been completely flushed from the new system to ultimately establish a potable water source.

Method of Measurement

- (i) Under **Item 31.A2** the Contractor shall be paid **for each** new factory manufactured water fountain furnished and installed **complete-in-place**, inclusive of the removal and the immediate disposal of the existing water fountain (bubbler) that it replaces.

Basis of Payment

- (j) Under **Item 31.A2** the Contractor will be paid the contract unit price **for each** new factory manufactured water fountain furnished and installed **complete-in-place**, inclusive of the removal and the immediate disposal of the existing water fountain (bubbler) and the excavation and disposal of any and all undesirable material(s), as well as the installation of the new cement concrete base pad, pipes, tubes, carriers, crushed stone, and for all coordination and administrative services, which unit price shall also include full compensation for all labor, materials, tools and equipment and all incidentals necessary to complete the work under this item, as shown on the plans, as directed by the Engineer and as specified herein.

END OF SPECIAL PROVISIONS



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CITY OF NEWTON

IFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City of Newton for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: _____
2. WHEN ORGANIZED: _____
3. INCORPORATED? ____ YES ____ NO DATE AND STATE OF INCORPORATION: _____
- * 4. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

- * 5. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?
____ YES ____ NO
IF YES, WHERE AND WHY?

- * 6. HAVE YOU EVER DEFAULTED ON A CONTRACT? ____ YES ____ NO
IF YES, PROVIDE DETAILS.

- * 7. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

- * 8. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____



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_____ NO

_____ TELEPHONE #: (____)_____

PROJECT?: _____
(c.) _____

PROJECT NAME: _____

OWNER: _____

CITY/STATE: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____

PUBLICLY BID? _____ YES _____ NO

TYPE OF WORK?: _____

CONTACT PERSON: _____ TELEPHONE #: (____)_____

CONTACT PERSON'S RELATION TO PROJECT?: _____

(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____

OWNER: _____

CITY/STATE: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____

PUBLICLY BID? _____ YES _____ NO

TYPE OF WORK?: _____

CONTACT PERSON: _____ TELEPHONE #: (____)_____

CONTACT PERSON'S RELATION TO PROJECT?: _____

(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____

OWNER: _____

CITY/STATE: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____

PUBLICLY BID? _____ YES _____ NO

TYPE OF WORK?: _____

CONTACT PERSON: _____ TELEPHONE #: (____)_____

CONTACT PERSON'S RELATION TO PROJECT?: _____

(i.e., contract manager, purchasing agent, etc.)

9. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Newton in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

END OF SECTION



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CONTRACT FORMS

The awarded bidder will be required to complete and submit the following documents in order to execute a contract pursuant to this bid.

The forms are provided for informational purposes only.

None of the following forms are required at the time of bid submittal.



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CONTRACTOR AGREEMENT

CONTRACT NO. C-

THIS AGREEMENT made this ____ day of _____ in the year Two Thousand and Ten by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the CITY, acting through its Chief Procurement Officer, but without personal liability to him, and

hereinafter referred to as the CONTRACTOR.

The parties hereto for the consideration hereinafter set forth agree as follows:

ARTICLE 1. STATEMENT OF WORK. The Contractor shall furnish all labor, materials, and equipment and perform all work required in strict accordance with the Contract Documents for the following project:

HANDICAP ACCESS IMPROVEMENTS VARIOUS PARK PATHWAYS

ARTICLE 2. TIME OF COMPLETION. The Contractor shall commence work under this Contract on the date specified in the written notice of the City to proceed and shall fully complete all work hereunder within 90 calendar days of contract execution.

ARTICLE 3. THE CONTRACT PRICE. The City shall pay the Contractor for the full and satisfactory performance of the Contract, in current funds the sum of:

(\$)

ARTICLE 4. CONTRACT DOCUMENTS. The Contract Documents consist of the following documents which are either attached to this Agreement or are incorporated herein by reference:

- a. This CITY-CONTRACTOR Agreement;
- b. The City's INVITATION FOR BID #10-50 issued by the Purchasing Department;
- c. The Project Manual Handicap Access Improvements Various Park Pathways including Instructions to Bidders; General Conditions; Special Conditions; MWBE/AA Requirements, Wage Rate Requirements and Wage Rate Schedule(s) including any updated prevailing wage rate schedules if applicable; The Supplementary Special Conditions; General Requirements and Project Specifications; and Drawings, if included or referenced therein;
- d. Addenda Number(s)_____;
- e. The Bid Response of the CONTRACTOR submitted for this Project and accompanying documents and certifications;
- f. Certificate(s) of Insurance and surety bond(s) submitted by the CONTRACTOR in connection with this Project;
- g. Duly authorized and executed Amendments, Change Orders or Work Orders issued by the CITY after execution of this CITY-CONTRACTOR Agreement.

This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the CITY and the CONTRACTOR.



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Alternates have been accepted and their costs are included in the Contract Price
at:

applicable federal, state and local laws and regulations are incorporated
herein by reference and the Contractor agrees to comply with same.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

CONTRACTOR

CITY OF NEWTON

By _____
Title _____

Date _____

By _____
Chief Procurement Officer

Date _____

Affix Corporate Seal Here

By _____
Director of Community Development

Date _____

City funds in the amount of
\$ _____ are available in
account number CDBG-R-18ARC11409,
150114586016

I further certify that the Mayor is authorized
to execute contracts and approve
change orders

By _____
Comptroller of Accounts

Date _____

Approved as to Legal Form and
Character

By _____
Associate City Solicitor

Date _____

CONTRACT AND BONDS APPROVED

By _____
Setti D. Warren, Mayor

Date _____

OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of _____
(insert full name of Corporation)
2. corporation, and that _____
(insert the name of officer who signed the **contract and bonds.**)
3. is the duly elected _____
(insert the title of the officer in line 2)
4. of said corporation, and that on _____
(insert a date that is ***ON OR BEFORE*** the date the
officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice,
it was voted that

5. _____ the _____
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: _____ *AFFIX CORPORATE
SEAL HERE*
(Signature of **Clerk or Secretary**)*
7. Name: _____
(Please print or type name in line 6)*
8. Date: _____
(insert a date that is ***ON OR AFTER*** the date the
officer signed the **contract and bonds.**)

* The name and signature inserted in lines 6 & 7 **must** be that of the **Clerk or Secretary** of the corporation.



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ATTESTATION

Pursuant to MG c. 62C, § 49A, the undersigned acting on behalf of the Contractor, certifies under the penalties of perjury that, to the best of the undersign's knowledge and belief, the Contractor is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.*

**Signature of Individual
or Corporate Contractor (Mandatory)

*** Contractor's Social Security Number
(Voluntary) or Federal Identification Number

By: _____
Corporate Officer
(Mandatory, if applicable)

Date: _____

- * The provision in the Attestation relating to child support applies only when the Contractor is an individual.
- ** Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.
- *** Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of GL c. 62C, § 49A.



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NEWTON, MASSACHUSETTS

PAYMENT BOND

Know All Men By These Presents:

That we, _____, as PRINCIPAL, and _____, as SURETY, are held and firmly bound unto the City of Newton as Obligee, in the sum of _____ dollars (\$_____) to be paid to the Obligee, for which payments well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the said PRINCIPAL has made a contract with the Obligee, bearing the date of _____, 2010 for the construction of _____ in Newton, Massachusetts.
(Project Title)

Now, the conditions of this obligation are such that if the PRINCIPAL and all Sub-contractors under said contract shall pay for all labor performed or furnished and for all materials used or employed in said contract and in any and all duly authorized modifications, alterations, extensions of time, changes or additions to said contract that may hereafter be made, notice to the SURETY of such modifications, alterations, extensions of time, changes or additions being hereby waived, the foregoing to include any other purposes or items set out in, and to be subject to, provisions of M.G.L. c. 30, sec. 39A, and M.G.L. c. 149 sec. 29, as amended, then this obligation shall become null and void; otherwise it shall remain in full force, virtue and effect.

In Witness Whereof, the PRINCIPAL and SURETY have hereto set their hands and seals this ____day of _____2010.

PRINCIPAL

SURETY

BY _____

BY _____

(SEAL)

(ATTORNEY-IN-FACT) (SEAL)

(Title)

ATTEST: _____

ATTEST: _____

S OF THE CONTRACT FOR CONSTRUCTION

1.0 DEFINITIONS

1.1 THE CONTRACT DOCUMENTS

The term "Contract Documents" sometimes also referred to as the "Contract", means the contract entered into between the City of Newton (hereinafter "City") and the Contractor. It includes the Invitation for Bid, General Bid Form, Contract Form, these General Conditions of the Contract, Supplements and Amendments to the General Conditions (if any), Contract Specifications, Drawings, all addenda issued prior to execution of the contract, the Bid Bond, the Labor and Material Payment Bond, or other assurances of completion, the applicable wage rate determinations, and other documents listed in the Agreement and modifications issued after execution of the contract.

1.2 THE WORK

The term "Work", sometimes also referred to as the "Project", means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligation.

1.3 OWNER

The term "Owner" is the City of Newton.

1.4 CONTRACT OFFICER

The term "Contract Officer" means the person appointed by the Owner to administer the terms of the Contract between the Owner and the Contractor, who is also empowered to take certain actions under this Agreement.

1.5 CONTRACTOR

1.5.1 The Contractor, sometimes referred to as the General Contractor, is the person or entity identified as such throughout the Contract Documents as if singular in number. The term Contractor means the Contractor or its authorized representative.

1.5.2 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract.

1.6 SUBSTANTIAL COMPLETION

The term "Substantial Completion" means the value of the work remaining to be performed by the Contractor is, in the estimate of the awarding authority, less than one percent (1%) of the original contract price.

2.0 CONTRACT ADMINISTRATION

2.1 PRE-CONSTRUCTION CONFERENCE

2.1.1 Prior to commencement of the Work, the Contractor shall meet in conference with representatives of the Owner regarding the Owner's requirements under the Contract for administration of the quality assurance program, safety program, labor provisions, the schedule of work, and other Contract procedures.

2.1.2 The Contractor shall begin work upon receipt of a written Notice to Proceed from the Contract Officer or designee. The Contractor shall not begin work prior to receiving such notice.

2.2 CONTRACT PERIOD

IALS AND WORK

The Owner's inspection of the Work shall not relieve the Contractor of any of its responsibilities to fulfill the Contract obligations, and defective work shall be corrected without cost to the Owner. Unsuitable work may be rejected by the Owner, notwithstanding that such work and materials have been previously overlooked or misjudged by the Owner and accepted for payment. If the Work or any part thereof shall be found defective at any time before the final acceptance of the whole Work, the Contractor shall forthwith correct such defect in a manner satisfactory to the Owner, and if any material brought upon the site for use in the Work, or selected for the same, shall be rejected by the Owner as unsuitable or not in conformity with the Contract requirements, the Contractor shall forthwith remove such materials from the vicinity of the Work.

2.4 CHANGES

2.4.1 All changes in the work including any increase, decrease, or other equitable adjustment in the Contract price or in the time for performing the Contract, shall be authorized in writing by the Owner and/or Contract Officer prior to commencement.

2.5 PAYMENTS

2.5.1 CONTRACT PRICE

The Contract Price is stated in the Contract Form, and including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

2.6 APPLICATIONS FOR PAYMENT

2.6.1 Once each month, on a date established by the Owner at the beginning of the Work, the Contractor shall deliver to the Owner an itemized Application for Payment, supported by such data substantiating the Contractor's right to payment as the Owner may require, and reflecting a minimum of 5% retainage until the final acceptance and payment by the Owner.

2.6.2 The Owner shall make payment to the Contractor within 30 days of receipt of said application, less any applicable retainage.

2.6.3 The Owner may make changes in any application for payment submitted by the Contractor for:

- i. Retention based on the value of its claims against the Contractor,
- ii. Retention of 5% of the approved amount of the Application for Payment.

2.7 FINAL PAYMENT

The acceptance by the Contractor of the last payment due under this Contract or the execution of the Final Certificate of Completion, shall operate as a release to the Owner from all claims and liability related to this Contract.

2.8 GUARANTY AND WARRANTY

2.8.1 WARRANTY

The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

2.8.2 GENERAL GUARANTY



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n the date of Substantial Completion of the Work to be performed under this ble determination of the Owner, require replacing or repairing due to the fact onform to the Contract Documents, the Owner will notify the Contractor to Contractor shall neglect to commence such repairs or replacement to the the date of giving or mailing such notice, then the Owner may employ other upon demand, to pay to the Owner all amounts which the Owner expends for

such repairs or replacements. During this one year guarantee period any corrective work shall be performed in accordance with the applicable terms of this Contract. For items of work completed after use and occupancy has been taken, the one year guarantee shall commence at the time the Owner accepts such items. This one year guarantee shall not limit any express guaranty or warranty provided elsewhere in the Contract.

2.9 INSURANCE REQUIREMENTS

2.9.1 The Contractor shall provide insurance coverage as listed below. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this Contract.

WORKER'S COMPENSATION

Worker's Compensation: Per M.G.L. c.. 149, s. 34 and c.. 152 as amended.

COMMERCIAL GENERAL LIABILITY

Personal Injury	\$500,000 each occurrence
	\$1,000,000 aggregate
Property Damage	\$500,000 each occurrence
	\$1,000,000 aggregate

VEHICLE LIABILITY

Personal Injury	\$500,000 each person
	\$1,000,000 aggregate
Property Damage	\$300,000

2.9.2 OWNER AS CO-INSURED

The Owner shall be named as additional insureds on the Contractor's Liability Policies.

2.9.3 CERTIFICATES OF INSURANCE, POLICIES

- i. The Contractor shall not commence the work until proof of compliance with this Section 2.9 has been furnished to the Owner by submitting one copy of a properly endorsed insurance certificate issued by a company authorized to write insurance in the Commonwealth. This certificate shall indicate that the contractual liability coverage is in force.
- ii. The Contractor shall file the original and one certified copy of all policies with the Owner within fifteen (15) days after contract award. If the Owner is damaged by the Contractor's failure to maintain such insurance and to so notify the Owner, then the Contractor shall be responsible for all reasonable costs attributable thereto.

2.9.4 CANCELLATION

Cancellation of any insurance required by this contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and Owner at least thirty days prior to the effective date thereof, which shall be expressed in said notice.

2.10 INDEMNIFICATION

The Contractor shall take all responsibility for the Work and take all precautions for preventing injuries to persons and property in or about the Work; shall bear all losses resulting to or on account of the amount or character of the Work. The Contractor shall pay or cause payment to be made for all labor performed or furnished and for all materials used or employed in carrying out this Contract. The Contractor shall assume the defense of, and indemnify and save harmless the Owner, and the Owner's officers and agents from all claims relating to labor performed or furnished and materials used or employed for the Work; to inventions, patents

The Contractor shall provide the Owner with a performance and with a payment or labor and materials bond in the form provided by the Owner, executed by a surety company licensed by the Commonwealth of Massachusetts' Division of Insurance. Such bond shall be in an amount equal to at least one half of the Contract price unless otherwise stated in the Contract Documents. All bonds shall be accompanied by a current power of attorney.

2.12 TERMINATION

2.12.1 TERMINATION FOR CAUSE

The Owner may terminate this contract for cause if it determines that any of the following circumstances have occurred:

- a. The Contractor is adjudged bankrupt or has made a general assignment for the benefit of its creditors.
- b. A receiver has been appointed of the Contractor's property.
- c. All or a part of the Work has been abandoned.
- d. The Contractor has sublet or assigned all or any portion of the Work, the Contract, or claims thereunder, without the prior written consent of the Owner, except as provided in the Contract.
- e. The Owner has determined that the rate of progress required on the project is not being met.
- f. The Contractor has substantially violated any provisions of this Contract.

ii. The Owner may complete the Work, or any part thereof, and charge its expense of so completing the Work or part thereof, to the Contractor.

iii. The Owner may take possession of and use any materials, machinery, implements and tools found upon the site of said Work. The Owner shall not be liable for any depreciation, loss or damage to said materials, machinery, implements or tools during said use and the Contractor shall be solely responsible for their removal from the Project site after the Owner has no further use for them.

2.12.2 TERMINATION - NO FAULT

i. In the event that this Contract is terminated by the Owner, prior to the completion of construction and termination is not based on a reason listed in Paragraph 2.12.1, the Contractor shall be compensated for its costs incurred on the Project, including reasonable costs of de-mobilization, covering the period of time between the last approved application for payment and the date of termination.

ii. Payment by the Owner pursuant to Section 2.7 shall be considered to fully compensate the Contractor for all claims and expenses and those of any consultants, subcontractors, and suppliers, directly or indirectly attributable to the termination, including any claims for lost profits.

2.13 PERMITS, FEES, AND NOTICES

2.13.1 The Contractor shall secure and the Owner shall pay for the building permit, if required. The Contractor shall coordinate all efforts required to obtain this permit. All other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work shall be secured and paid for by the Contractor.

2.13.2 The Contractor shall comply with and give notices required by laws, ordinances rules, regulations, and lawful orders of public authorities bearing on performance of the Work.

that it knows or reasonably should know is contrary to laws, statutes, codes and regulations without such notice to the Owner, the Contractor shall be responsible for the Work and shall bear the attributable costs.

- 2.14.1 The Contractor shall comply with all Federal, State, and local safety laws and regulations applicable to the Work performed under this Contract.

2.15 TEMPORARY HEATING

The Contractor shall provide and pay for temporary heating, covering, and enclosures necessary to properly protect all work materials against damage by dampness and cold, to dry out the Work, and to facilitate the completion of the Work. Any permanent heating equipment used shall be turned over to the City in the condition and at the time required by the specifications.

2.16 AVAILABILITY AND USE OF UTILITY SERVICES

- 2.16.1 The City shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the Contract. Unless otherwise provided in the Contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the City or, where the utility is produced by the City, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.
- 2.16.2 The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the Work by the City, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

2.17 DISPUTES

- 2.17.1 "Claim," as used in this section, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the Contract, unlike a claim relating to the Contract, is a claim that can be resolved under a Contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this section, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- 2.17.2 All disputes arising under or relating to this Contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this section.
- 2.17.3 All claims by the Contractor shall be made in writing and submitted to the Contract Officer for a written decision. A claim by the City against the Contractor shall be subject to a written decision by the Contract Officer.
- 2.17.4 The Contract Officer shall, within thirty (30) days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- 2.17.5 The Contract Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the City, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within thirty (30) days after receipt of the Contract Officer's decision.
- 2.17.6 The Contractor shall proceed diligently with performance of this Contract and/or any authorized change thereof, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the Contract and/or any authorized change thereof, and comply with any decision of the Contract Officer.

2.18 LIQUIDATED DAMAGES

- 2.18.1 If the Contractor fails to complete the Work within the time specified in the contract, or any extension thereof, the Contractor shall pay to the City as liquidated damages, the sum of \$50.00 for each day of delay. If different

the Contract for separate parts or stages of the work, the amount of liquidated damages shall be the amount of the parts or stages which are delayed. To the extent that the Contractor's delay in completing any part or another section in this Contract, liquidated damages shall not be due the Contractor for damages caused other than by delay.

If the Contractor's right to proceed pursuant to section 2.12.1, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the Work together with any increased costs to the City in completing the Work.

- 2.18.3 If the City does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the Work is completed or accepted.

3.0 SALES TAX EXEMPTION AND OTHER TAXES

- 3.0.1 To the extent that materials and supplies are used or incorporated in the performance of this Contract, the Contractor is considered an exempt purchaser under the Massachusetts Sales Act, Chapter 14 of the Acts of 1966.
- 3.0.2 The Contractor shall be responsible for paying all other taxes and tariffs of any sort, related to the Work.

3.1 PROHIBITION AGAINST LIENS

The Contractor is prohibited from placing a lien on the City's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers.

3.2 ORDER OF PRECEDENCE

In the event of a conflict between these General Conditions and the Specifications, the General Conditions shall prevail. In the event of a conflict between the Contract and any applicable state or local law or regulation, the state or local law or regulation shall prevail; provided that such state or local law or regulation does not conflict with, or is less restrictive than applicable federal law, regulation, or Executive Order. In the event of such a conflict, applicable federal law, regulation, and Executive Order shall prevail.

3.3 EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

The City of Newton shall, until three (3) years after final payment under this Contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this Contract for the purpose of making audit, examination, excerpts, and/or transcriptions.

END OF SECTION



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SPECIAL CONDITIONS FOR CONTRACTS UNDENIED THROUGH THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 ("ARRA")

To the extent that this Contract involves the use of American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 (öARRAö) funds, the following Supplemental Special Conditions apply. In the event of conflict or ambiguity between the provisions of this Contract and these Supplemental Special Conditions, these Supplemental Special Conditions take precedence and shall govern.

öContractö means the contract to which these Supplemental Special Conditions apply.

öContractorö means the party to the contract to which these Supplemental Special Conditions apply.

öSubcontractorö means any entity engaged by the Contractor to provide goods or to provide services in connection with the contract to which these Supplemental Special Conditions apply.

öRecovery Actö means the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, also referred to herein as the öARRA.ö

A "prime recipient" is a non-Federal entity that receives ARRA funding as Federal awards in the form of grants, loans, or cooperative agreements directly from the Federal government.

A "sub-recipient" is a non-Federal entity that expends Federal awards received from another entity to carry out a Federal program but does not include an individual who is a beneficiary of such a program.

A "vendor" is defined as a dealer, distributor, merchant or other seller providing goods or services that are required for the conduct of a Federal program. Prime recipients or sub-recipients may purchase goods or services needed to carry out the project or program from vendors. Vendors are not awarded funds by the same means as sub-recipients and are not subject to the terms and conditions of the Federal financial assistance award.

The Contractor hereunder, specifically agrees to comply with each of the Supplemental Special Conditions contained herein.

The Contractor understands and acknowledges that the federal stimulus process is evolving and that new requirements for ARRA compliance may still be forthcoming from the federal government and the City of Newton (öCityö). Accordingly, the Contractor specifically agrees that both it and any subcontractors will comply with all such requirements during the contract period.

II. AVAILABILITY OF FUNDING

Contractor agrees that programs supported with temporary federal funds made available by the ARRA, will not be continued with state financed appropriations once the temporary federal funds are expended.

III. CONFLICTING REQUIREMENTS

Contractor agrees that, to the extent ARRA requirements conflict with the City's requirements, the ARRA requirements shall control.

IV. FALSE CLAIMS ACT

Contractor agrees that it shall promptly refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, subgrantee, subcontractor or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

V. ENFORCEABILITY

Contractor agrees that if the Contractor or one of its subcontractors fails to comply with all applicable federal and state requirements governing the use of ARRA funds, the City may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies available to the City under all applicable state and federal laws.

RECORDS

ARRA funds, must maintain records, books, files and other data as specified in a contract with contract terms, attainment of performance success criteria or performance contract performance requirements to properly substantiate claims for payment and that identify adequately the use of ARRA funds, which must be maintained for seven (7) years beginning the day after the final payment of ARRA funds or after the resolution of any litigation, claim, negotiation, audit or other inquiry involving the Contract. Transparency requirements under state and federal law require a contractor to provide access to all such records and data to the City and to agencies of the Commonwealth of Massachusetts including, the Executive Office for Administration and Finance, the Offices of the Attorney General, State Auditor, Inspector General or any state or federal compliance officer or inspector general assigned to ARRA reviews. Access to such records, including on-site reviews, interviews of officers and employees, and reproduction of such records at a reasonable expense, shall be provided during the Contractor's regular business hours and upon reasonable prior notice. Contractor must be prepared to provide any documents, records, data or other proof of performance, or related to their business activities that are paid for with ARRA funds.

Contractor agrees that it shall permit the United States Comptroller General or his representative or the appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 or his representative to: (1) examine any records that directly pertain to, and involve transactions relating to, this contract; and (2) interview any officer or employee of Contractor or any of its subcontractors regarding the activities funded with funds appropriated or otherwise made available by the ARRA.

Nothing in this contract shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General

VII. CIVIL RIGHTS OBLIGATIONS

Contractor must comply with Title VI of the Civil Rights Act of 1964 (prohibiting race, color, and national origin discrimination), Section 504 of the Rehabilitation Act of 1973 (prohibiting disability discrimination), Title IX of the Education Amendments of 1972 (prohibiting sex discrimination in education and training programs), and the Age Discrimination Act of 1975 (prohibiting age discrimination in the provision of services). For further information and technical assistance, please contact the HHS Office for Civil Rights at (202) 619-0403, OCRmail@hhs.gov, or <http://www.hud.gov/ocr/civilrights/>

VIII. PROHIBITION ON USE OF ARRA FUNDS

Contractor agrees that none of the funds made available under this contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, swimming pools, or similar projects.

IX. REPORTING REQUIREMENTS

Pursuant to Section 1512 of the ARRA, entities receiving ARRA funds such as the City, must submit reports to the federal government no later than three (3) calendar days after the end of each calendar quarter. The reporting period quarters are defined as: Quarter 1: January 1 - March 31; Quarter 2: April 1 - June 30; Quarter 3: July 1 - September 30; Quarter 4: October 1 - December 31. This report must contain the information outlined below.

Contractor's/sub-recipient's Data Universal Numbering System (DUNS) number;

Award number or other identifying number assigned by the prime recipient (City);

an estimate of the number of jobs created and the number of jobs retained by the project or activity;

Any other information reasonably requested by the City, the Commonwealth of Massachusetts or required by state or federal law or regulation. Contractor must supply its DUNS number and an estimate of the number of jobs created and number of jobs retained as a result of the award of ARRA funds.

OMB Memorandum M-09-21 dated June 22, 2009 outlines the standard data elements and federal implementation guidance for use in complying with the reporting requirements under Section 1512 of the ARRA.
http://www.whitehouse.gov/omb/assets/memoranda_fy2009/m09-21.pdf

and expenditures of ARRA funds from other funding. No part of funds made by other funds or used for a purpose other than that of making payments for

XI. SUBCONTRACTOR REQUIREMENTS

Contractor agrees that it shall include these standard terms and conditions, including this requirement, in any of its subcontracts in connection with projects funded in whole or in part with funds available under the ARRA.

XII. WAGE REQUIREMENTS

Contractor agrees that, in accordance with Section 1606 of the ARRA, both it and its subcontractors shall fully comply with this section in that, notwithstanding any other provision of law, and in a manner consistent with the other provisions of the ARRA, all laborers and mechanics employed by contractors and subcontractors on projects funded in whole or in part with funds available under the ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality, as determined by the United States Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40 of the United States Code. The Secretary of Labor's determination regarding the prevailing wages applicable in the City are located at:

<http://www.qpo.qov/davisbacon/ma.html>

Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR Parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. Federal agencies providing grants, cooperative agreements, and loans under the Recovery Act shall ensure that the standard Davis-Bacon contract clauses found in 29 CFR 5.5

- (a) are incorporated in any resultant covered contracts that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).
- (b) Awarding agency. Recipients of grants, cooperative agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage) for additional guidance on the wage rate requirements of section 1606, contact your authority under Reorganization Plan Number 14.

XIII. WHISTLEBLOWER PROTECTION

Contractor agrees that both it and its subcontractors shall comply with Section 1553 of the ARRA, which prohibits all non-federal Contractor/sub-recipients of ARRA funds, including the City, and all contractors and grantees of the City, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of (1) gross mismanagement of a contract or grant relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to implementation or use of ARRA funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to ARRA funds.

Contractor agrees that it and its subcontractors/sub-grantees shall post notice of the rights and remedies available to employees under Section 1553 of Title XV of Division A of the ARRA.

XIV. REGISTRATION WITH CENTRAL CONTRACTOR REGISTRATION (CCR)

Contractor must register with the Central Contractor (CCR) database. This ensures consistent reporting of data about each entity and thereby makes data more useful to the public. CCR is the primary registrant database for the Federal Government. In order to register in CCR, a valid Data Universal Numbering System (DUNS) Number is required. Registration information can be found on the CCR website which is <http://www.ccr.gov/startregistration.aspx>.

XV. REQUIRED JOB POSTINGS at www.mass.gov/jobquest

Contractor agrees to comply with the requirements of Chapter 30 of the Acts of 2009, An Act Mobilizing Economic Recovery in the Commonwealth of Massachusetts, which requires organizations and entities receiving full or partial ARRA funding to post job openings at JobQuest (the state's job bank) at www.mass.gov/jobquest. This website has instructions for posting jobs and managing job orders. A Business Service Representative located at one of the 37 Massachusetts One-Stop Career Centers statewide (at www.mass.gov/careercenters or the Help Desk at 1-888-578-6599) can assist with posting job openings and how to recruit applicants.

of Chapter 30 of the Acts of 2009, An Act Mobilizing Economic Recovery in
 s 20% of the work hours on all ARRA funded public works projects with a
 apprentices in bona fide Division of Apprenticeship Training (DAT) approved
 apprentice training program. This requirement applies to hourly wage employees employed on the project site, employed by the
 contractor or a subcontractor and subject to prevailing wage. Contact DAT at 617-626-5409 for implementation assistance.

XVII. BUY AMERICAN REQUIREMENT

Contractor agrees that in accordance with the ARRA, Section 1605, neither Contractor nor its subcontractors will use ARRA funds for a project for the construction, alteration, maintenance or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States in a manner consistent with the United States obligations under international agreements. The Contractor understands that this requirement may only be waived by the applicable federal agency as set forth in the ARRA.

Section 1605 of the ARRA provides in pertinent part:

Use of American Iron, Steel and Manufactured Goods.

(a) None of the funds appropriated or otherwise made available by the Recovery Act may be used for a project for the construction, alteration, maintenance or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States.

(b) Subsection (a) shall not apply in any case or category of cases in which the head of the Federal department or agency involved finds that:

- (1) applying subsection (a) would be inconsistent with the public interest;
- (2) iron, steel, and the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- (3) inclusion of iron, steel and manufactured goods produced in the United States will increase the cost of the overall cost of the project by more that 25 percent.

XVIII. WAIVERS

Contractor shall provide the City with information and applicable supporting data as may be required by the City to support any request for a waiver of compliance with Section 1605(b) of the ARRA. The following applies to requests for waivers to be submitted by the Contractor:

(a) Definitions. As used in this award term and conditionô "Manufactured good" means a good brought to the construction site for incorporation into the building or work that has been--(1) Processed into a specific form and shape; or (2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

"Public building" and "public work" means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

"Steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) Domestic preference.

(1) This award term and condition implements Section 1605 of the Recovery Act and, by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States except as provided in paragraph (b)(3) hereinbelow.

(2) This requirement does not apply to the material listed by the Federal Government in 48CFR25.104(a)

iron, steel, and/or manufactured goods to the list in 48CFR25.104(a) if the Federal

manufactured goods would be unreasonable. The cost of domestic iron, steel, or other materials shall be reasonable when the cumulative cost of such material will increase the cost of the

(ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) Request for determination of inapplicability of Section 1605 of the Recovery Act.

(1)(i) Any request by the Contractor to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(3) of this term and condition shall include adequate information for Federal Government evaluation of the request, including:

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(3) of this term and condition.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this term and condition.

(iii) The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any request by the Contractor for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the Contractor does not submit a satisfactory explanation, the award official (City) need not make a determination.

(2) If the Federal government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the ARRA applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is non-availability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Government determines that an exception to section 1605 of the ARRA applies, use of foreign iron, steel, and/or manufactured goods is noncompliant with section 1605 of the ARRA.

(d) Data. To permit evaluation of requests under paragraph (b) hereinabove (Domestic Preference) based on unreasonable cost, the following information and any applicable supporting data based on the survey of suppliers should be provided by the Contractor to the City:

FOREIGN AND DOMESTIC ITEMS COST COMPARISON



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	Unit of Measure	Quantity	Price (Dollars)*
Domestic steel, iron, or manufactured good			
Item 2:			
Foreign steel, iron, or manufactured good			
Domestic steel, iron, or manufactured good			

[List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.] [Include other applicable supporting information.] [* Include all delivery costs to the construction site.]

XIX. CONTRACTOR CERTIFICATION-BUY AMERICAN REQUIREMENTS

- The Contractor acknowledges and certifies to and for the benefit of the City that it understands the goods and services under this Contract are being funded with monies made available by the American Recovery and Reinvestment Act of 2009 (ARRA) and Section 1605 of such law contains provisions commonly know as "Buy American." The Buy American requirement prohibits the use of ARRA funds for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States ("Buy American requirement") including iron, steel, and manufactured goods provided by the Contractor pursuant to this Contract
- The Contractor hereby represents and warrants to and for the benefit of the City that (a) the Contractor has reviewed and understands the Buy American requirement, (b) all of the iron, steel, and manufactured goods used in the project will be and/or have been produced in the United States in a manner that complies with the Buy American requirement, unless an exception to the requirement is approved, (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support an exception to the Buy American requirement, as may be requested by the City.
- Notwithstanding any other provision of this Contract, any failure to comply with the provisions of this Contract relating to the Buy American requirement of the ARRA by the Contractor shall permit the City to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the City resulting from any such failure (including without limitation any impairment (including without limitation any impairment of loss of funding, whether in whole or in part from the City. Neither this paragraph (nor any provision of this Contract necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the City.
- Further, the Contractor commits to aid the City in complying with section 1605 of the ARRA through the following:
 - Identification of American-made Iron, Steel, and Manufactured Goods: Consistent with the terms of the City's bid solicitation and the provisions of Section 1605 of the ARRA, the Contractor certifies that its bid reflects its best, good faith effort to identify domestic sources of iron, steel, and manufactured goods for every component contained in the bid solicitation where such American-made components are available on the schedule and consistent with the deadlines prescribed in or required by the bid solicitation.
 - Verification of U.S. Production: The Contractor certifies that all components contained in the bid solicitation that are American-made have been so identified, and if its bid is accepted, the Contractor agrees that it will provide reasonable, sufficient, and timely verification to the City of the U.S. production of each component so identified.
 - Documentation Regarding Non-American-made Iron, Steel, or Manufactured Goods: The Contractor certifies that for any component or components that are not American-made and are so identified in this bid, the Bidder has included in or attached to this bid one or both of the following, as applicable:
 - Identification of and citation to a categorical exception published by a Federal agency in the Federal Register that is applicable to such component or components, and an analysis that supports its applicability to the component or components;
 - Verifiable documentation sufficient to the City, as required in the bid



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Contractor has sought to secure American-made components that are not available within the deadlines prescribed in the bid schedule. The Contractor has requested an extension from the Contractor under applicable contract provisions or otherwise.

d. Information and Detailed Justification Regarding Non-American-made Iron, Steel, or Manufactured Goods: The Contractor certifies that for any such component or components that are not so available, the Contractor has also provided in or attached to its bid information, including but not limited to the verifiable documentation and a full description of the Contractor's efforts to secure any such American-made component or components, that the Contractor believes are sufficient to provide and as far as possible constitute the detailed justification required for an exception under section 1605 with respect to such component or components. The Contractor further agrees that it will assist the City in amending, supplementing or further supporting such information as required by the City to request and, as applicable, implement the terms of an exception with respect to any such component or components.

END OF SECTION

The following Special Conditions supplement the City of Newton General Conditions of the Contract for Public Works Construction. The following clauses relate in particular to this contract. In the event of conflict or ambiguity between the General Conditions and these Special Conditions, the Special Conditions take precedence and shall govern.

1. The Contractor shall provide such police officers as the Engineer deems necessary for the direction and control of traffic entering, passing through and leaving the site of the contract. Such officers shall wear regulation policemen's uniforms and fluorescent safety vests. The City will reimburse the Contractor for payments made for the services of all traffic officers. The Contractor is required to submit to the Engineer copies of evidence of payment.
2. Unless otherwise specified elsewhere in this contract or specifically directed by the Engineer, all excavated material shall be wasted off-site at the Contractors' expense. No City of Newton disposal area will be available for this purpose.
3. The Contractor shall make his own arrangements with the owners of land other than the City easements occupied by or used by him in the prosecution of this contract and shall hold the City harmless from any and all claims for damages caused by or arising from such occupation or use. All temporary roadways built to accommodate equipment, trucks, etc., shall be built at the Contractor's own expense.
4. The City does not guarantee the locations of existing pipes or underground conduits. The locations of these structures shown on the plans are approximate. In private lands where sprinkler systems, driveway, walk and step heating cables and/or heating pipes are encountered, the Contractor shall use due caution when excavating in the vicinity of these structures.
5. The City does not guarantee the nature of any material encountered in any excavation. The Contractor must make his own examination, by boring, test holes, or otherwise, for determining the nature of the material to be excavated or the conditions under which the work is to be performed, and make his bid in sole reliance thereon.
6. The Contractor shall clean up the entire project before the City will accept the work. All rubbish, tree stumps, boulders from any excavation, surplus excavated material, unless specifically ordered by the Engineer to do otherwise, or any other debris shall be disposed of by the Contractor. The entire area within the easements and all other areas disturbed by the Contractor shall be graded and left in a condition comparable to that as found originally and satisfactory to the Engineer. All the work mentioned in this paragraph shall be included in the Furnishing, Trenching and Laying Item.
7. All trenches and areas resurfaced by the Contractor shall be guaranteed against settlement, upheaval or failure of any kind for a period of one (1) year after the City accepts the work and he shall replace such resurfacing at his own expense. The City Engineer shall be sole judge as to what constitutes a failure and which portion of the resurfacing is to be replaced, and his decision shall be final.
8. Before starting the work and from time to time during its progress, as the Engineer may request, the Contractor shall submit to the Engineer a written description of the methods he plans to use in doing the work and the various steps he intends to take.
9. The terms "earth excavation" and "excavation" used throughout these specifications shall include all the material to be excavated and/or removed (except rock excavation) including peat, muck, roots, trees, stumps, and all other material necessary for the completion of the work to be done as specified.
10. The term "complete in place" used throughout these specifications shall include all the work to be done for the completion of the item as specified.
11. The Contractor shall cooperate with other Contractors, Utility Companies and/or City of Newton Departments that may be working on or near the work site covered by the contract. The Engineer will decide as to the respective rights of the parties involved and his decisions shall be final.
12. The Contractor shall assume all liability, financial or otherwise, in connection with this contract and shall protect and save harmless the City of Newton for any and all damages or claims that may arise because of inconveniences, delays or loss

and operations of other Contractors, Utility Companies and/or City of
within the limits of the contract.

written orders to do so, and the work once begun shall be continuously carried
in the opinion of the Engineer to complete the work in a reasonable and expeditious
manner under conditions excepted. In the event the Engineer determines that the

Contractor has not begun work on written orders to do so, or that the work once begun has been abandoned without
authority, then the Engineer shall give the Contractor seventy-two (72) hours notice (Sunday excepted) to begin work, or
resume work in case of abandonment. Failure of the Contractor to act within this specified time shall be deemed a breach
of this contract and the Contractor shall be held liable for any damage or expense arising from such breach of contract.

14. Upon commencement of the work the Contractor shall assume full charge and care thereof and he shall take every necessary precaution against injury or damage to the work by action of the elements, or from any cause whatever, whether arising from the execution or the non-execution of the contract. The Contractor shall bear all losses resulting to him on account of the amount or character of the work or because the nature of the land in or on which the work is done is different from what was estimated or expected, or on account of the weather elements or other causes.
15. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the work occasioned by any of the above causes before the completion and final acceptance of the work, and shall bear the expense thereof.
16. All notices, demands, requests, instructions, approvals and claims must be in writing. Any such notice shall be deemed to have been given as of the time of delivery, or of actual receipt in the case of telegrams or, in the case of mailing, when it should have been received in due course of post. For communicating purposes, the office address of the Contractor shall be that stated on the signature page of the contract; that of the City shall be as stated in the Notice to Contractors. Any subsequent change in address of either party shall be communicated to the other in writing.
17. The City will furnish to the Contractor, without charge, all copies of the specifications reasonably necessary in the performance of the contract work.
18. The Contractor shall supply to the City the name and telephone number of a responsible person who may be contacted during off-hour emergencies on the project. The Contractor shall cooperate at all times with the City and the Project Manager, and ensure the cooperation of his key personnel and that of his subcontractors.
19. The work must be completed in a continuous uninterrupted operation. The Contractor must use sufficient men and adequate equipment to complete all the necessary work requirements within a minimum period of time. The work shall be conducted between the hours of 7:00 a.m. and 4:30 p.m. on Monday through Friday. No work shall be done on holidays, Saturdays or Sundays other than for emergencies, or unless specifically authorized by the City.
20. The Contractor shall, with each monthly invoice submitted during the term of this Contract, submit to the City two (2) legible copies of his payrolls documenting the wages paid to all employees performing on site labor relating to the work of this Contract. These copies shall be prepared on forms supplied by the City.
21.
 - a.) Unless specifically so stated to the contrary the use of a manufacturer's name or style number is not restrictive, and is intended solely as an identification of the type and quality of the materials and services required. In all cases, the words "or approved equal" if not inserted are implied.
 - b.) An item equal to that named or described in the specifications may upon written approval of the City be furnished by the Contractor. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the public work being contracted for or the material being purchased; (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications.
 - c.) The name and identification of all materials other than the one specifically named shall be submitted to the City in writing for approval, prior to purchase, use or fabrication of such items. Subject to the provisions of M.G.L. Ch. 30, Sec. 39J, approval shall be at the sole discretion of the City, shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the Contractor's expense.
 - d.) For the use of material other than the one specified, the Contractor shall assume the cost of and responsibility for satisfactorily accomplishing all changes in the work as shown. All directions, specifications and recommendations by manufacturers for the installation, handling, storing, adjustment, and operation of their



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and responsibility for proper performance shall continue to rest with the

by the provisions of M.G.L. Ch. 30, Sec. 39J, the Contractor shall not have
on of the City condemning any materials furnished if the Contractor fails to
in accordance with these provisions. If any substitution is more costly, the

Contracotr shall pay for such costs

22. In addition to other guarantees or warranties required under law or other sections of the specification, the Contractor warrants all materials furnished and labor performed under this Contract to be free from defects or errors in workmanship or installation for a period of one year from the date of Completion of the work, as certified by the Project Manager. The Contractor shall indemnify the City of Newton for the full cost of any damage to the property that may result by reason of such defects or errors and shall indemnify the City of Newton from and against any and all claims, demands, losses, costs, expenses, liabilities and damages, including reasonable attorney's fees and expenses, arising out of or on account of this Contract, including but not limited to claims brought against the City of Newton for alleged infringement of patents based upon any methods of construction or application of upon materials furnished under the Contract.
23. The Contractor shall make no excavation in any public way or utility easement unless at least forty-eight (48) hours, exclusive of Saturdays, Sundays and legal holidays, before the proposed excavation is to be made, he has given notice in writing by registered mail, of the proposed excavation to such Public Utility Companies as supply gas, electricity and telephone service in the City, to such private companies as supply cable television service in the City and also to the City of Newton Water Department. Such notice shall set forth the name of the street and a reasonably accurate description of the location in which the excavation is to be made. The Contractor shall comply with the Dig Safe Law (G.L. c. 82, Sec. 40).
24. The Contractor shall exercise the greatest of care to ensure that no material being hauled either to or from the site by him or his sub- contractor's, is spilled onto any way, public or private, within the City limits. In the event that such spillage does occur, it shall be the Contractors' responsibility to remove the spilled material and clean the area by the end of the work day. If in the judgment of the Engineer, the Contractor has not satisfactorily cleaned the area of any spill, the Engineer may then order the area to be cleaned by the City at the Contractors' expense.
25. No cement concrete shall be poured after October 30, unless the Contractor receives prior written authority to do so from the Commissioner of Public Works.

END OF SECTION

GENERAL PROVISIONS

WALKWAY ACCESS IMPROVEMENTS performed at three separate sites. Nahanton Park (off of Nahanton St.), Cold Spring Park (Beacon St.), and Newton Centre Park (Off of Bowen St.)

2.0 TIME FOR COMPLETION

- A. The work shall be commenced at the time stipulated in the Notice to Proceed to the Contractor. All work shall be fully complete within one hundred twenty (90) calendar days from the stipulated date.

3.0 PAYMENT

- A. Payment to the Contractor shall be made in accordance with the provisions of Paragraph 2.6 of the General Conditions. The amount of retainage established for this contract shall be 5%.

4.0 LIQUIDATED DAMAGES

- A. As actual damages for any delay in completion are impossible to determine, the Contractor and his/her sureties shall be liable for and shall pay fifty dollars (\$50.00) as fixed, and agreed liquidated damages for each calendar day of delay beyond the completion date stated in the Notice to Proceed until the work is brought to full and accepted completion.

5.0 COMMUNICATIONS

- A. All notices, demands, requests, instructions, approvals and claims must be in writing.
- B. Any such notice shall be deemed to have been given as of the time of delivery, or of actual receipt in the case of telegrams or, in the case of mailing, when it should have been received in due course of post.
- C. For communicating purposes, the office address of the Contractor shall be that stated on the signature page of the contract; that of the City shall be as stated in the Notice to Contractors. Any subsequent change in address of either party shall be communicated to the other in writing.

6.0 PLANS AND SPECIFICATIONS

- A. The City will furnish to the Contractor, without charge, all copies of the specifications reasonably necessary in the performance of the contract work.

7.0 COORDINATION

The Contractor shall:

- A. Supply to the City the name and telephone number of a responsible person who may be contacted during off-hour emergencies on the project.
- B. Cooperate at all times with the City and the Project Manager, and ensure the cooperation of his key personnel and that of his subcontractors.
- C. Provide 24 hour minimum notice to building management to prepare for access to any site area.

8.0 CONDUCT OF THE WORK

- A. The work must be completed in a continuous uninterrupted operation. The Contractor must use sufficient men and adequate equipment to complete all the necessary work requirements within a minimum period of time.
- B. The work shall be conducted between the hours of 8:00 a.m. and 4:30 p.m. on Monday through Friday. No work shall be done on holidays, Saturdays or Sundays other than for emergencies, or unless specifically authorized by the City.

the security of partially completed work until the project is finally accepted by

and/or replace all existing materials and surfaces remaining exposed after installation of new work which have been affected by alteration or removal of existing work. All patch and repair work shall match existing.

10.0 GENERAL DIRECTIONS

A. Damage to Persons and Property

Any damage to buildings, roads, public roads, bituminous concrete areas, fences, lawn areas, trees, shrubbery, electric or telephone poles, underground utilities, etc., shall be repaired by the Contractor at his own expense. Damaged property shall be returned to its original condition prior to the damages within a reasonable time period, except all utility outages shall be repaired immediately.

B. Protection of Persons and Property

The Contractor shall, at all times, leave an unobstructed way along the roadways and walks, and shall maintain barriers and lights for the protection of all persons and property in all locations where he has materials stored or work going on, and during the entire time such work is going on or material is stored.

C. The Contractor shall at the end of each work day leave the fields in usable condition. There shall be no open holes/trenches or exposed irrigation heads that could pose a trip hazard or potential injury to persons using the fields.

D. Care of Work

All work is to be carefully protected so that no injury will come to it from water, frost, accident, or any other cause and any injury which may come to any of the work shall be repaired immediately by the Contractor at his own expense and without additional cost to the City. This shall also apply to any abutting or adjoining work on premises. The Contractor shall be responsible for any damage and in the event of such damage, the Contractor shall repair the damage immediately at his own cost and without additional cost to the City.

E. Removal of Debris

Debris of any nature shall be completely removed from the site at the end of each days work and disposed of in accordance with all Federal, State and local regulations.

F. The Contractor is responsible for the security of all work until it is accepted by the City.

11.0 TEMPORARY UTILITIES

A. While the work is being carried out the Authority will provide electricity for small tools and lighting. Toilet facilities for use by the Contractor's employees shall be provided by the BHA and maintained in a sanitary condition by the Contractor.

12.0 SUBMISSION OF PAYROLLS

A. The Contractor shall, with each monthly invoice submitted during the term of this Contract, submit to the City two (2) legible copies of his payrolls documenting the wages paid to all employees performing on site labor relating to the work of this Contract. These copies shall be prepared on forms supplied by the City.

13.0 DRAWINGS

A. The drawings attached herein and such drawings as may be issued per addendum, shall constitute an integral part of this section and shall serve as the working drawings.

and verification is directed since actual locations, dimensions and levels are

ed in the specifications or noted on the drawings, but which are obviously
 king installation, shall be included.

14.0 MATERIALS

- A. Unless specifically so stated to the contrary the use of a manufacturer's name or style number is not restrictive, and is intended solely as an identification of the type and quality of the materials and services required. In all cases, the words "or approved equal" if not inserted are implied.
- B. An item equal to that named or described in the specifications may upon written approval of the City be furnished by the Contractor. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the public work being contracted for or the material being purchased; (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications.
- C. The name and identification of all materials other than the one specifically named shall be submitted to the City in writing for approval, prior to purchase, use or fabrication of such items. Subject to the provisions of M.G.L. Ch. 30, Sec. 39J, approval shall be at the sole discretion of the City, shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the Contractor's expense.
- D. For the use of material other than the one specified, the Contractor shall assume the cost of and responsibility for satisfactorily accomplishing all changes in the work as shown. All directions, specifications and recommendations by manufacturers for the installation, handling, storing, adjustment, and operation of their equipment shall be complied with and responsibility for proper performance shall continue to rest with the Contractor.
- E. Except as otherwise provided for by the provisions of M.G.L. Ch. 30, Sec. 39J, the Contractor shall not have any right of appeal from the decision of the City condemning any materials furnished if the Contractor fails to obtain the approval for substitution in accordance with these provisions. If any substitution is more costly, the Contractor shall pay for such costs.

15.0 WARRANTY AND INDEMNIFICATION

- A. In addition to other guarantees or warranties required under law or other sections of the specification, the Contractor warrants all materials furnished and labor performed under this Contract to be free from defects or errors in workmanship or installation for a period of one year from the date of Completion of the work, as certified by the Project Manager. The Contractor shall indemnify the Authority for the full cost of any damage to the property that may result by reason of such defects or errors and shall indemnify the Authority from and against any and all claims, demands, losses, costs, expenses, liabilities and damages, including reasonable attorney's fees and expenses, arising out of or on account of this Contract, including but not limited to claims brought against the Authority for alleged infringement of patents based upon any methods of construction or application of upon materials furnished under the Contract.

END OF SECTION

I. SUMMARY OF WORK

A. The Work under the Contract References **Plan No. N84-38891** and consists of:

1. The construction of ADA compliant bituminous concrete and stonedust pathways, supplemental parking areas, park benches, and the installation of an ADA compliant water fountain. The work additionally includes conservation controls and the construction of a specialized drainage swale.
2. All other work described in the Project Manual and/or shown on the Plan(s) unless specifically indicated as not to be done.

B. In addition the work under the contract includes:

1. Work outside the Project Site as called for in the Project Manual and/or Plan(s) and as required for the performance of the work.
2. The restoration of any items damaged or destroyed by encroaching upon areas outside the Project Site.
3. All labor, materials, tools, and equipment necessary to do all the work required for the completion of each item as specified, which shall limited not only to the exact intent mentioned, but shall include incidental work necessary or customarily performed for the completion of that item.
4. All items not specifically mentioned or noted in the Project Manual and/or Plan(s), but which are obviously necessary to make a complete working installation.

C. The Proposed Contract Price shall be complete costs, including overhead, profit, insurance, transportation, and all other costs connected with, or incidental to the work described.

II. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

A. Upon notification the Contractor shall commence the work specified in the Project Manual as directed by the City. The work shall proceed in a continuous uninterrupted fashion with adequately staffed crews, in a satisfactory manner, which will assure that the work is completed in a timely manner to the satisfaction of the City.

B. The time for substantial completion pursuant to **Article 2** of the **Contract** shall be one hundred twenty (90) calendar days.

Time is of the essence for the completion of this contract. If the Contractor fails to achieve substantial or final completion of the Work within the time required by the contract, and unless an extension of time is granted, the Contractor shall pay to the City as liquidated damages, the applicable amount specified in **Article 6** of the **General Conditions** for each day of delay. If different completion dates are specified in the Contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another section in this Contract, liquidated damages shall not be due the City. The Contractor remains liable for damages caused other than by delay.

until acceptance of the work such Workmen's Compensation , General Liability, Contingent Commercial General Liability, Property Damage and Contingent Property Damage Insurance, each including blasting coverage, as shall protect him and any sub-contractor performing work covered by this contract from all claims and liability for damages for personal injury, including accidental death, and for property damage which may arise from operations under this contract, whether such operations be by himself or by any sub-contractor or by any one directly or indirectly employed by either of them.

- B. The City shall be named as an additional insured on such policy.
- C. The amounts of such insurance shall be as follows:
 - 1. Workmen's Compensation Insurance as required by Massachusetts General Law.
 - 2. Automobile Liability Insurance on all vehicles owned or hired for a.) Bodily Injury in an amount not less than \$500,000.00 for each occurrence, and not less than \$1,000,000.00 aggregate; b.) Property Damage in an amount not less than \$250,000.00 each occurrence, and not less than \$500,000.00 aggregate.
 - 3. Commercial General Liability Insurance and Contingent Commercial General Liability Insurance in an amount not less than \$500,000.00 for injuries, including accidental death to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000.00 on account of one accident.
 - 4. Property Damage Insurance and Contingent Property Damage Insurance in an amount not less than \$250,000.00 on account of one accident, and in an amount of not less than \$500,000.00 on account of all accidents.
 - 5. General Liability Insurance shall include Contractual Liability Insurance.
- D. Before any work is started, the successful bidder shall be required to file with the Chief Procurement Officer certificates of insurance coverage as detailed above, with policy numbers and dates of expiration.
- E. The Contractor shall indemnify, hold harmless and defend the City and its departments, officers, employees, servants, and agents from and against all actions, causes of actions, claims, demands, damages, costs, loss of services, expenses and compensation, including attorney's fees and interest arising out of or resulting directly or indirectly from the services rendered pursuant to this Contract, provided that any such action, cause of action, claim, demand, damage, cost, loss of service, expense, compensation (1) in any way grows out of bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, which (2) is caused in whole or in part by any act or omission of the Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

END OF SECTION

CITY OF NEWTON

MINORITY/ WOMEN BUSINESS ENTERPRISE PLAN

DECEMBER 1, 1999

STATEMENT OF POLICY:

Whereas it is the policy of the government of the United States of America, the Commonwealth of Massachusetts and the City of Newton that no person shall be discriminated against in any manner whatsoever on the grounds of race, religion, color, sex, handicap or national origin; and

Whereas, it is the policy of the government of the United States of America that no person shall, on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program of activity funded entirely or in part by the City, the State or Federal government; and

Whereas, it is the policy of the government of the United States of America to encourage that Minority/Women Business Enterprises shall have the maximum practicable opportunity to participate in Federal and State assisted projects; and all City funded contracts; and

Whereas, it is the policy of the City of Newton to encourage that minority/women business enterprises shall have the maximum practicable opportunity to participate in all City funded contracts; and

Whereas, the City of Newton, as a recipient of Federal and State funds subscribes to the above policies and will fully comply With Federal, State and local laws and directives governing non-discrimination, equal opportunity and affirmative action in all municipal activities; and

Whereas, to further enunciate the equal opportunity policy of the City of Newton's Minority/Women Business Program, the following responsibilities are specified

This MINORITY/ WOMEN Business Enterprise Plan sets forth the administrative standards for the further implementation of the City of Newton's policy of the utilization of minority contractors and subcontractors.

The City of Newton strongly affirms that it will not discriminate in any contractual procedures against any persons because of race, color, religion, age, disability, sex or national origin. This policy shall be administered with a positive supportive attitude.

It is the responsibility of the City of Newton to take affirmative steps to implement this policy to insure equality of opportunity in conducting the Program including notifying those persons and businesses doing business with the City, that contracts for goods, services and construction, shall be made Without reference or regard to race, color, sex, age, handicap, religion or national origin.

David B. Cohen Mayor

CITY OF NEWTON
MINORITY/ WOMEN BUSINESS ENTERPRISE PLAN

DECEMBER 1, 1999

I. DEFINITIONS:

A. Minority Person- the term includes a person who is of Black Hispanic, Asian, American Indian or Cape Verdean origin.

B. Minority Business Enterprise (MBE) -- the term shall mean a business a) that is certified by SOMWBA; or b) 1 provides evidence satisfactory to the City's Affirmative Action Officer that it is a business owned or controlled by one or more of the following:

- an individual who is a minority person,
- a partnership or joint venture controlled by minority persons in which at least 51 % of the ownership interest is held by minority persons or,
- a corporation or other entity controlled by minority persons and in which at least 51 % of the stock is owned by one or more minority persons.

C. Contract Compliance Officer - the Chief Procurement Officer or his/her designee responsible for the implementation of Newton's Minority/Women Enterprise Plan ("MWBE Plan") and activities.

D. MCAD - Massachusetts Commission Against Discrimination.

E. SOMWBA -- State Office of Minority/Women Business Assistance,

F. City - The City of Newton.

G. Women Business Enterprise (WBE) - the term shall mean a business a) that is certified by SOMWBA; or b) provides evidence satisfactory to the City's Affirmative Action Officer that it is a business owned or controlled by one or more of the following:

- an individual who is a woman.
- a partnership or joint venture controlled by women in which at least 51% of the ownership interest is held by women, or
- a corporation or other entity controlled by women and in which at least 51% of the stock is owned by one or more women.

H. MWBE – Minority or Women Business Enterprise

II. GOALS:

Newton's Minority/Women Enterprise Plan ("MWBE Plan") shall be guided by the goals presented below to promote minority/women opportunities within the City.

work for those activities to be implemented as part of the MWBE Plan:

To take affirmative action in expanding opportunities for minority and women owned firms in obtaining contracts within the City of Newton.

To assure that all contractors, regardless of race color, religion, creed, national origin, sex, age, ancestry or handicap, shall have equal opportunity to City contracting activities.

To award, of the total annual City contract dollars expended, 10 percent to MBE and 5 percent to WBE for construction; for goods and services, 5 percent WBE and 5 percent MBE.

III. SOLICITATION ACTIVITIES:

To notify MWBEs of upcoming contracts for construction, professional services and supplies, funded in whole or in part with Federal, State, and City funds, the following activities will be undertaken. In addition on a regular basis, the City of Newton will distribute to its listing of MWBEs and SOMWBA, a summary of upcoming contract opportunities which are subject to the City's MWBE Plan.

A. Construction Contracts

All construction contracts with an estimated value over \$50,000 will be formally advertised within local, regional, minority and special interest publications at least 14 days prior to the bid opening date.

For all such construction contracts a "Notice of Solicitation" of a project going out to bid will be distributed to appropriate SOMWBA or City certified firms at least 14 days prior to the bid opening date.

B. Contracts for Professional Services

The City of Newton will send notification of its advertised Request for Proposals to appropriate! SOMWBA or City certified firms Responding MWBE firms will be considered for contract award within the bounds of generally accepted management practice or with the applicable procurement law relating to securing the lowest cost and best services available.

C. Procurement of Supplies

The City of Newton will (where feasible) utilize MWBEs for the procurement of supplies in accordance with City purchasing procedures. These efforts will be documented and reported to MCAD, and the Mayor's office on a quarterly basis.

IV. CONSTRUCTION ACTIVITIES:

A. Goals

The City of Newton bid documents and contracts with an estimated value over \$50,000 will contain the City's goal of 10% for MBE and 5% for WBE utilization for subcontracts,

B. Pre-Bid Conference

To affirmatively further the opportunities available to prospective bidders, the City will hold a pre-bid conference 5-7 days prior to the bid opening date for all City construction contracts and subcontracts with an estimated value over \$50,000.

The pre-bid conference will provide an opportunity for contractors to: review and clarify the technical requirements of the projects, review the City's MWBE Plan; and review Equal Opportunity requirements. The City will advertise this conference and extend invitations to interested contractors as part of the notice of solicitation.

All bids for City of Newton contracts with -an estimated value over \$50,000 shall include a certification of intent to be completed by the bidder swing his/her intent to comply with the City's MWBE Plan. Failure to include this certification shall be an informality which may be waived if such certification is received prior to the award of the contract.

D. Contract Execution

Upon notification of award of the contract, the bidder shall provide a written plan detailing how it will comply with the MWBE Plan

E. Monitoring

Throughout the duration of the contract, the City of Newton through its Contract Compliance Officer, will monitor the progress and activities of all contractors and subcontractors as they attempt to comply with the MWBE Plan.

F. Enforcement

In the case of clear neglect to make a good faith effort to comply with this MWBE Plan, the City of Newton reserves the right to designate contractor, after a hearing, as ineligible for future City bid awards.

V. CONTRACT COMPLIANCE OFFICER/DUTIES AND RESPONSIBILITIES:

The Contract Compliance Officer, as liaison between minority firms and the City of Newton will have the overall responsibility for the implementation of Newton's MWBE Plan. Thi's responsibility includes the development, management, dissemination of information; the provision of technical assistance to minority firms including clarification of procedures to be implemented; maintenance of relevant documentation; completion of reporting requirements; and performance of monitoring and evaluation activities; and maintenance and updating of listings of minority/women business.

The Contract Compliance Officer has oversight of all City procurements for construction, professional services and supplies and shall coordinate the implementation of the MWBE Plan with other City departments.

THE CITY OF NEWTON, MASSACHUSETTS
SUPPLEMENTAL EQUAL EMPLOYMENT OPPORTUNITY
ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION PROGRAM

- I. The requirements hereinafter set forth apply to construction contracts which involve an expenditure by the City of \$50,000 or more.
- II. For purposes of this contract "minority" refers to Asian Americans, Black, Hispanics American Indians and Cape Verdeans. The City refers to the- City of Newton
- III. During the performance of this contract the Contractor and all of (his) Subcontractors (hereinafter collectively referred to as the Contractor) , for himself, his assignees, and successors ,in interest, agree as follows:
 1. In connection with the performance of work under this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, age or sex. The aforesaid provision shall include, but not be limited to, the following: layoff; termination; rates of pay or other forms of compensation; conditions or privileges of employment; and the selection of apprenticeship. The Contractor shall post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the City setting forth the provisions of the Fair Employment Practices Law of the Commonwealth (MGL Chapter 151B) . (See Attachment A)
 2. In connection with the performance of work under this contract, the Contractor shall undertake in good faith, affirmative action measures designed to eliminate any discriminatory barriers in the terms and conditions of employment on the grounds of race, color, religious creed, national origin, age or sex, and to eliminate and remedy any effects of such discrimination -in the past. Such affirmative action shall. entail positive and aggressive measures to ensure equal employment: opportunity in the areas of hiring, upgrading, demotion or transfer, recruitment, 'Layoff or termination, rate of compensation, and in-service or apprenticeship training programs. This affirmative action shall. include all action required to guarantee equal employment opportunity for all persons, regardless of race, color, religious creed, national origin, age or sex. A 'purpose of- this provision is to ensure to the fullest extent possible an adequate supply of skilled tradesmen for this and future City public construction projects
- IV.
 1. As part of this obligation of remedial action under the foregoing section, the contractor shall maintain on this project a not less than 5 percent ratio of minority employee man hours to total man hours in each job category, including, but not limited to, bricklayers, carpenters, cement masons, electricians, ironworkers, operating engineers, and those "classes of work" enumerated in Section 44C of Chapter 149 of the Massachusetts General Laws.
 2. In the hiring of minority journeymen, apprentices, trainees and advanced trainees, the Contractor shall rely on referrals, from the Contractor's affirmative action program approved by the City, traditional referral methods utilized by the construction industry, and referrals from agencies, not more than three in number at any one time, designated by the Liaison Committee or the City.
- V.
 1. At the discretion of the City, there may be established for the life of this contract a body to be known as the Liaison Committee, The Liaison Committee shall be composed of the Compliance Officer and one representative each from the Departments administering this project, hereinafter called the administering Departments, and such other representatives as may be designated by the City.
 2. The Contractor (or, his/her agent, if any, designated by him/her as the onsite equal employment opportunity officer) shall recognize the Liaison Committee as the affirmative action body, and shall establish a continuing working relationship with the Liaison Committee on all matters related to minority recruitment, referral, employment and training.

3. The Contractor shall prepare manning tables on a quarterly basis.* These shall be broken down into projections, by week, for workers required in each trade. Copies shall be furnished one week in advance of the initiation of work and quarterly thereafter to the City and to the Liaison Committee.
4. Records of employment referral orders, prepared by the Contractor, shall be made available to the City and to the Liaison Committee on request.
5. The contractor shall prepare weekly reports in a form approved by the City of hours worked in each trade by each employee, identified as minority or non-minority. Copies of these reports shall be provided at the end of each week to the City and to the Liaison Committee.

* If job is less than three months, prepare for length of job.

- VI. If the Contractor shall use any sub contractor on any work performed under this contract, he/she shall take affirmative action to negotiate with qualified minority subcontractors. This affirmative action shall cover both pre-bid and post-bid periods. It shall include notification to the State Office of: Minority *Business Assistance* or As designee, while bids are in preparation, of all products, work or services for which the Contractor intends to negotiate bids.
- VII. In the employment of journeyman, apprentices, trainees, and advanced trainees, the Contractor shall give preference to citizens of the Commonwealth who have served in the armed forces of the United States in time of war and have been honorably discharged therefrom or released from active duty therein, and who are qualified to perform the work to which the employment relates, and, secondly to citizens of the Commonwealth generally, and, if such cannot be obtained in sufficient numbers, then to citizens of the United States
- VIII. A designee of the City and a designee of the Liaison Committee shall each have the right of access to the Construction site,
- IX. **Compliance with Requirements**
The Contractor shall comply with the provisions of Chapter 151B of the Massachusetts General Laws, which are herein incorporated by reference and made as amended by Executive Order 227, and of Chapter 151B as amended, of the Massachusetts General Laws, both of which are herein incorporated by reference and made a part of this contract.
- X. **Non-Discrimination**
The Contractor, in the performance of all work after award, and prior to completion of the contract work, will not discriminate on the grounds of race, color, religious creed, national origin, age or sex in employment practices, in the selection or retention of sub-contractors, or in the procurement of materials and rentals of equipment.
- XI. **Solicitations for sub-Contracts and for the Procurement of Materials and Equipment**
In all solicitations either by competitive bidding or negotiation made by the Contractor either for work to be performed under a subcontract or for the procurement of materials or equipment, each potential subcontractor or supplier shall be notified in writing by the Contractor of the Contractor's obligations under his contract relative to non-discrimination and affirmative action.
- XII. **Bidders Certification Requirement**
 1. The following certification statement will be inserted in the bid document just above the bidder's signature.

"The bidder hereby certifies he shall comply with the minority manpower ratio and specific action steps contained in the City of Newton, Massachusetts Supplemental Equal Employment-- Opportunity Anti-Discrimination and Affirmative Action Program. The Contractor receiving the award of the contract

shall be required to obtain from each of its subcontractors and submit to the contracting or, administering agency prior to the performance of any work under said contract a certification by said subcontractor, regardless of tier, that it will comply with the minority manpower ratio and specific affirmative action steps contained in the City of Newton Massachusetts Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program.

XIII. Contractor's Certification

A Contractor's certification form must be signed by all successful low bidders prior to award by the City. A Contractor shall not be eligible for award of a contract unless the contractor has executed and submitted the Contractor's Certification, which shall be deemed a part of the resulting contract. (See Attachment B)

XIV. Subcontractor's Certification

Prior to the award of any subcontract, regardless of tier, the prospective subcontractor must execute and submit: to the Prime Contractor a subcontractor's certification setting forth the subcontractor's compliance with this program, which shall be deemed a part of the resulting subcontract. (See Attachment C)

XV. Compliance - Information, Reports and Sanctions

1. The Contractor will provide all information and reports Required by the administering department or, the City on instruction issued by either of them and will permit access to its facilities and any books, records, accounts and other sources of information which may be determined by the City to affect the employment of personnel. This provision shall apply only to information pertinent to the City's supplementary affirmative action contract requirements. Where information required is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the administering department or the City as appropriate and shall set forth what efforts he/she has made to obtain the information.
2. Whenever the administering department, the City, or the Liaison Committee believes the General Contractor or any Subcontractor may not-, be operating in compliance with the terms of this Section, the City directly, or through its designated agent, shall conduct: an appropriate investigation, and may confer with the parties, to determine if such Contractor is operating in compliance with the terms of this Section. If the City or its agent finds the General Contractor or any Subcontractor not in compliance, it shall make a preliminary report on non-compliance, and notify such Contractor in writing of such steps as will in the judgement of the City or its agent bring such Contractor into compliance. In the event, that such Contractor fails or refuses to fully perform such steps, the City shall make a final report of non-compliance, and recommend to the administering department the imposition of one or more of the sanctions listed below. If, however, the City believes the General Contractor or any Subcontractor has taken or is taking every possible measure to achieve compliance, it shall not make a final report of non-compliance. within fourteen days at the receipt of the recommendations of the City, the administering department shall move to impose one or more of the following sanctions, as it may deem appropriate to attain full and effective enforcement:
 - (a) The recovery by the administering department from the General Contractor of 1/100 of 11 of the contract award price or \$1000 whichever sum is greater, in the nature of liquidated damages or if a Subcontractor is in non-compliance, the recovery by the administering department from the General Contractor, to be assessed by the General Contractor as a back charge against the Subcontractor, of 1/10 of 1% of the sub-contract price, or \$400 whichever sum is greater, in the nature of liquidated damages, for each week that such party fails or refuses to comply
 - (b) The suspension of any payment of part thereof due under the contract until such time as the General Contractor or any Subcontractor is able to demonstrate his compliance with the terms of the contract;
 - (c) The termination, or cancellation, of the contract, in whole or in part, unless the General Contractor or any Subcontractor is able to demonstrate within a specified time his/her compliance with the terms of the City's affirmative action construction contract requirements; OR,

(d) The denial to the General Contractor or any Subcontractor of the right to participate in any future contracts awarded by the administering department for a period of up to three years.

3. If at any time after the imposition of one or more of the above sanctions (unless the contract has been terminated), a Contractor is able to demonstrate that he/she is in compliance with this section, he/she may request the City to suspend the sanctions conditionally pending a final determination by the City as to whether the Contractor is in compliance. Upon final determination of the City, the administering department, based upon the recommendation of the City, shall either lift the sanctions or continue them.
4. Sanctions enumerated under Section XV shall not be imposed by the City except after the General Contractor or Subcontractor have had an opportunity for full and fair hearing with City. The non-compliance investigation shall be initiated without prior notice to the contractor. Any sanctions to be imposed shall be, set forth fully and completely in writing, and may then be appealed to the City in writing by the Contractor.

.XIV. **Severability**

The provisions of this section are severable, and if any of these provisions shall be held unconstitutional by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions.

WAGE RATE REQUIREMENTS

1. GENERAL

- A. This section summarizes the requirements for the payment of wages to laborers and mechanics employed under the Contract.
- B. Other duties and requirements of law which may not be specified in this section apply and are inherently a part of the Contract.

2. WAGE RATES

- A. The rate per hour to be paid to mechanics, apprentices, teamsters, chauffeurs, and laborers employed on the Work shall not be less than the rate of wages in the attached "Minimum Wage Rates" as determined by the Commissioner of Labor and Industries. The schedule of prevailing wage rates will be updated annually for all public construction projects lasting longer than one (1) year. The contractor shall pay the prevailing wage rate set out in the applicable prevailing wage rate schedule. Increases in prevailing wage rates shall not be the basis for a change order.
- B. Keep posted on the site a legible copy of said schedule. Keep on file the wage rates and classifications of labor employed on this Work in order that they may be available for inspection by the Owner, Administrator, or the Architect.
- C. Apprentices employed pursuant to this determination of wage rates must be registered and approved by the State Apprenticeship Council wherever rates for journeymen or apprentices are not listed.
- D. Pay reserve police officers employed on the Work the prevailing rate of wages paid to regular police officers as required by M.G.L. c149, Sec. 34B, as amended. Such police officers shall be covered by Workmen's Compensation Insurance and Employers Liability Insurance by the Contractor.
- E. The Contractor and all subcontractors shall, on a weekly basis throughout the term of the contract, provide to the City of Newton certified payroll affidavits verifying compliance with M.G.L. c.149, Sec. 27, 27A and 27B.
- F. The Contractor and all subcontractors shall provide a Statement of Compliance within 15 days of the completion of its portion of the work. This statement shall be submitted to the Owner on the form found elsewhere in this section.
- G. The Contractor shall maintain accurate and complete records, including payroll records, during the Contract term and for three years thereafter.

END OF SECTION

COMMONWEALTH OF MASSACHUSETTS
LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF OCCUPATIONAL SAFETY

Prevailing Wage Rates

Commissioner under the provisions of the

Massachusetts General Laws, Chapter 149, Sections 26 to 27H



JOANNE F. GOLDSBERRY
Secretary of Labor and Workforce Development

GEORGE E. NOEL
Director of Labor

LAURA M. MAHLEN
Commissioner of Division of Occupational Safety

Awarding Authority: City of Newton

Contract Number: 10-50

City/Town: NEWTON

Description of Work: Handicap Access Improvement at Various Locations

Job Location: Various Locations

Classification	Effective Dates and Total Rates					
Construction						
(2 AXLE) DRIVER - EQUIPMENT	12/01/2009	\$44,330	06/01/2010	\$44,930	12/01/2010	\$45,530
	06/01/2011	\$46,280	12/01/2011	\$46,940	06/01/2012	\$47,590
	12/01/2012	\$48,620				
(3 AXLE) DRIVER - EQUIPMENT	12/01/2009	\$44,400	06/01/2010	\$45,000	12/01/2010	\$45,600
	06/01/2011	\$46,350	12/01/2011	\$47,010	06/01/2012	\$47,660
	12/01/2012	\$48,690				
(4 & 5 AXLE) DRIVER - EQUIPMENT	12/01/2009	\$44,520	06/01/2010	\$45,120	12/01/2010	\$45,720
	06/01/2011	\$46,470	12/01/2011	\$47,130	06/01/2012	\$47,780
	12/01/2012	\$48,810				
ADDSUBMERSIBLE PILOT	08/01/2009	\$101,110	08/01/2010	\$104,640	08/01/2011	\$108,760
AIR TRACK OPERATOR	12/01/2009	\$47,850	06/01/2010	\$48,850	12/01/2010	\$50,100
	06/01/2011	\$51,100	12/01/2011	\$52,350		
ASBESTOS REMOVER - PIPE/MECH. EQUIPT.	12/01/2009	\$40,250				
ASPHALT RAKER	12/01/2009	\$47,350	06/01/2010	\$48,350	12/01/2010	\$49,600
	06/01/2011	\$50,600	12/01/2011	\$51,850		
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE	12/01/2009	\$38,530	06/01/2010	\$39,780	12/01/2010	\$41,030
BACKHOE/FRONT-END LOADER	12/01/2009	\$38,530	06/01/2010	\$39,780	12/01/2010	\$41,030
BARCO-TYPE/JUMPING TAMPER	12/01/2009	\$47,350	06/01/2010	\$48,350	12/01/2010	\$49,600
	06/01/2011	\$50,600	12/01/2011	\$51,850		
BLOCK PAVER, RAMMER / CURB SETTER	12/01/2009	\$47,850	06/01/2010	\$48,850	12/01/2010	\$50,100
	06/01/2011	\$51,100	12/01/2011	\$52,350		
BOILER MAKER	10/01/2008	\$54,800				
APPRENTICE: BOILERMAKER - Local 29						
Ratio	Step	1	2	3	4	5
1:5	%	45.00	45.00	70.00	75.00	80.00
						85.00
						90.00
						95.00
BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)	02/01/2010	\$68,010	08/01/2010	\$69,910	02/01/2011	\$70,900
	08/01/2011	\$73,000	02/01/2012	\$73,990		
APPRENTICE: BRICK/PLASTER/CEMENT MASON - Local 3 Newton						
Ratio	Step	1	2	3	4	5
1:5	%	50.00	60.00	70.00	80.00	90.00
BULLDOZER/GRADER/SCRAPER	12/01/2009	\$38,190	06/01/2010	\$39,430	12/01/2010	\$40,680
CAISSON & UNDERPINNING BOTTOM MAN	12/01/2009	\$48,250	06/01/2010	\$49,250	12/01/2010	\$50,500
	06/01/2011	\$51,500	12/01/2011	\$52,750		
CAISSON & UNDERPINNING LABORER	12/01/2009	\$47,100	06/01/2010	\$48,100	12/01/2010	\$49,350
	06/01/2011	\$50,350	12/01/2011	\$51,600		
CAISSON & UNDERPINNING TOP MAN	12/01/2009	\$47,100	06/01/2010	\$48,100	12/01/2010	\$49,350
	06/01/2011	\$50,350	12/01/2011	\$51,600		
CARBIDE CORE DRILL OPERATOR	12/01/2009	\$47,350	06/01/2010	\$48,350	12/01/2010	\$49,600
	06/01/2011	\$50,600	12/01/2011	\$51,850		

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

Issue Date: 03/09/2010

Wage Request Number: 20100309-051

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COMMONWEALTH OF MASSACHUSETTS
LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF OCCUPATIONAL SAFETY



Prevailing Wage Rates
As determined by the Commissioner under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



Awarding Authority: City of Newton

Contract Number: 10-50

City/Town: NEWTON

Description of Work: Handicap Access Improvement at Various Locations

Job Location: Various Locations

Classification	Effective Dates and Total Rates										
CARPENTER						03/01/2010	\$54.500	09/01/2010	\$55.380	03/01/2011	\$56.250
						09/01/2011	\$57.380	03/01/2012	\$58.500		
APPRENTICE: CARPENTER - Zone 2 Ex term MA											
Ratio	Step	1	2	3	4	5	6	7	8		
1:3	%	50.00	60.00	70.00	75.00	80.00	80.00	90.00	90.00		
CEMENT MASONRY/PLASTERING						02/01/2010	\$66.200	08/01/2010	\$67.670	02/01/2011	\$68.440
						08/01/2011	\$70.060	02/01/2012	\$70.830		
CHAINSAW OPERATOR						12/01/2009	\$47.350	06/01/2010	\$48.350	12/01/2010	\$49.600
						06/01/2011	\$50.600	12/01/2011	\$51.850		
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES						12/01/2009	\$39.530	06/01/2010	\$60.780	12/01/2010	\$62.030
COMPRESSOR OPERATOR						12/01/2009	\$47.890	06/01/2010	\$48.810	12/01/2010	\$49.740
DELEADER (BRIDGE)						01/01/2010	\$63.410				
DEMO: ADZEMAN						12/01/2009	\$47.100	06/01/2010	\$48.100	12/01/2010	\$49.350
						06/01/2011	\$50.350	12/01/2011	\$51.600		
DEMO: BACKHOE/LOADER/HAMMER OPERATOR						12/01/2009	\$48.100	06/01/2010	\$49.100	12/01/2010	\$50.350
						06/01/2011	\$51.350	12/01/2011	\$52.600		
DEMO: BURNERS						12/01/2009	\$47.850	06/01/2010	\$48.850	12/01/2010	\$50.100
						06/01/2011	\$51.100	12/01/2011	\$52.350		
DEMO: CONCRETE CUTTER/SAWYER						12/01/2009	\$48.100	06/01/2010	\$49.100	12/01/2010	\$50.350
						06/01/2011	\$51.350	12/01/2011	\$52.600		
DEMO: JACKHAMMER OPERATOR						12/01/2009	\$47.850	06/01/2010	\$48.850	12/01/2010	\$50.100
						06/01/2011	\$51.100	12/01/2011	\$52.350		
DEMO: WRECKING LABORER						12/01/2009	\$47.100	06/01/2010	\$48.100	12/01/2010	\$49.350
						06/01/2011	\$50.350	12/01/2011	\$51.600		
DIRECTIONAL DRILL MACHINE OPERATOR						12/01/2009	\$38.190	06/01/2010	\$59.430	12/01/2010	\$60.680
DIVER						08/01/2009	\$75.090	08/01/2010	\$77.440	08/01/2011	\$80.190
DIVER TENDER						08/01/2009	\$60.220	08/01/2010	\$62.570	08/01/2011	\$65.320
DIVER TENDER (EFFLUENT)						08/01/2009	\$78.810	08/01/2010	\$82.330	08/01/2011	\$86.460
DIVERS/SLURRY (EFFLUENT)						08/01/2009	\$101.110	08/01/2010	\$104.640	08/01/2011	\$108.760
ELECTRICIAN						03/01/2010	\$65.790	09/01/2010	\$67.030	03/01/2011	\$68.270
APPRENTICE: ELECTRICIAN - Local 103											
Ratio	Step	1	2	3	4	5	6	7	8	9	10
2:3***	%	40.00	40.00	45.00	45.00	50.00	55.00	60.00	45.00	70.00	75.00
App Prior 1A.03; 30.03 A04.5 50.03 45.70/75.60											
ELEVATOR CONSTRUCTOR						01/01/2010	\$65.190	01/01/2011	\$66.690	01/01/2012	\$68.190

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.


Issue Date: 03/09/2010

Wage Request Number: 20100309-051

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THOMAS P. MURRAY
Commissioner

Commonwealth of Massachusetts
Labor and Workforce Development
Office of Occupational Safety
Prevailing Wage Rates
The Commissioner under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



JOANNE F. GOLDSTEIN
Secretary of Labor and Workforce Development
GEORGE E. NOEL
Director of Labor
LAURA M. MARLIN
Commissioner of Division of Occupational Safety

Awarding Authority: City of Newton

Contract Number: 10-50

City/Town: NEWTON

Description of Work: Handicap Access Improvement at Various Locations

Job Location: Various Locations

Classification

Effective Dates and Total Rates

APPRENTICE: ELEVATOR CONSTRUCTOR - Local 4										
Ratio	Step	1	2	3	4	5				
1:1	%	50.00	55.00	65.00	70.00	80.00				
Steps 1-2 are 6 mos.; Steps 3-5 are 1 year										
ELEVATOR CONSTRUCTOR HELPER					01/01/2010	\$51.330	01/01/2011	\$52.830	01/01/2012	\$54.330
FENCE & GUARD RAIL ERECTOR					12/01/2009	\$47.350	06/01/2010	\$48.350	12/01/2010	\$49.600
					06/01/2011	\$50.600	12/01/2011	\$51.850		
FIELD ENG. - INST. PERSON (BLDG, SITE, HVY CONST)					11/01/2009	\$55.850	05/01/2010	\$56.950	11/01/2010	\$58.190
					05/01/2011	\$59.430				
FIELD ENG. - ROD PERSON (BLDG, SITE, HVY CONST)					11/01/2009	\$40.870	05/01/2010	\$41.520	11/01/2010	\$42.230
					05/01/2011	\$42.980				
FIELD ENG. - CHIEF OF PARTY (BLDG, SITE, HVY CONST)					11/01/2009	\$57.210	05/01/2010	\$58.320	11/01/2010	\$59.570
					05/01/2011	\$60.820				
FIRE ALARM INSTALLER					03/01/2010	\$65.790	09/01/2010	\$67.030	03/01/2011	\$68.270
FIRE ALARM REPAIR / MAINTENANCE					03/01/2010	\$53.800	09/01/2010	\$54.730	03/01/2011	\$55.660
FIREMAN (ASST. ENGINEER)					12/01/2009	\$52.740	06/01/2010	\$53.810	12/01/2010	\$54.890
FLAGGER & SIGNALER					12/01/2009	\$36.300	06/01/2010	\$37.300	12/01/2010	\$37.300
					06/01/2011	\$38.300	12/01/2011	\$38.300		
FLOORCOVERER					03/01/2010	\$59.630	09/01/2010	\$60.380	03/01/2011	\$61.130
					09/01/2011	\$62.380	03/01/2012	\$63.630		
APPRENTICE: FLOORCOVERER - Local 2148 Zone 1										
Ratio	Step	1	2	3	4	5	6	7	8	
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	85.00	
Steps are 750 hrs.										
FORK LIFT/CHERRY PICKER					12/01/2009	\$58.530	06/01/2010	\$59.780	12/01/2010	\$61.030
GENERATOR/LIGHTING PLANT/HEATERS					12/01/2009	\$47.890	06/01/2010	\$48.810	12/01/2010	\$49.740
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)					01/01/2010	\$52.910				
APPRENTICE: GLAZIER - Local 35 Zone 2										
Ratio	Step	1	2	3	4	5	6	7	8	
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00	
Steps are 750 hrs.										
HOISTING ENGINEER/CRANES/GRADALLS					12/01/2009	\$58.530	06/01/2010	\$59.780	12/01/2010	\$61.030
APPRENTICE: HOIST/CRANE ENG. - Local 4										
Ratio	Step	1	2	3	4	5	6	7	8	
1:4	%	55.00	60.00	65.00	70.00	75.00	80.00	85.00	90.00	

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

Issue Date: 03/09/2010

Wage Request Number: 20100309-051

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THOMAS H. MURRAY
Commissioner

Commonwealth of Massachusetts
Labor and Workforce Development
Office of Occupational Safety
Prevailing Wage Rates
as determined by the
Commissioner under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



JOANNE F. GOLDSTEIN
Secretary of Labor and Workforce Development
GEORGE E. NOEL
Director of Labor
LAURA M. MARLIN
Commissioner of Division of Occupational Safety

Awarding Authority: City of Newton

Contract Number: 10-50

City/Town: NEWTON

Description of Work: Handicap Access Improvement at Various Locations

Job Location: Various Locations

Classification	Effective Dates and Total Rates							
HVAC (DUCTWORK)	02/01/2010	\$63.470	08/01/2010	\$64.720	02/01/2011	\$65.970		
	08/01/2011	\$67.220	02/01/2012	\$68.470	08/01/2012	\$69.720		
	02/01/2013	\$70.970						
HVAC (ELECTRICAL CONTROLS)	03/01/2010	\$65.790	09/01/2010	\$67.030	03/01/2011	\$68.270		
HVAC (TESTING AND BALANCING - AIR)	02/01/2010	\$63.470	08/01/2010	\$64.720	02/01/2011	\$65.970		
	08/01/2011	\$67.220	02/01/2012	\$68.470	08/01/2012	\$69.720		
	02/01/2013	\$70.970						
HVAC (TESTING AND BALANCING - WATER)	03/01/2010	\$68.730						
HVAC MECHANIC	03/01/2010	\$68.730						
HYDRAULIC DRILLS	12/01/2009	\$47.850	06/01/2010	\$48.850	12/01/2010	\$50.100		
	06/01/2011	\$51.100	12/01/2011	\$52.350				
INSULATOR (PIPES & TANKS)	09/01/2009	\$59.260	09/01/2010	\$61.660				
APPRENTICE: ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Boston								
Ratio	Step	1	2	3	4			
1:4	%	30.00	40.00	70.00	80.00			
Steps are 1 year								
IRONWORKER/WELDER	09/16/2009	\$59.560	03/16/2010	\$60.960				
APPRENTICE: IRONWORKER - Local 7								
Ratio	Step	1	2	3	4	5	6	
	%	40.00	70.00	75.00	80.00	85.00	90.00	
Structural: 4; Ornamental: 1:4								
JACKHAMMER & PAVING BREAKER OPERATOR	12/01/2009	\$47.350	06/01/2010	\$48.350	12/01/2010	\$49.600		
	06/01/2011	\$50.600	12/01/2011	\$51.850				
LABORER	12/01/2009	\$47.100	06/01/2010	\$48.100	12/01/2010	\$49.350		
	06/01/2011	\$50.350	12/01/2011	\$51.600				
APPRENTICE: LABORER - Zone 1								
Ratio	Step	1	2	3	4			
1:5	%	40.00	70.00	80.00	90.00			
LABORER: CARPENTER TENDER	12/01/2009	\$47.100	06/01/2010	\$48.100	12/01/2010	\$49.350		
	06/01/2011	\$50.350	12/01/2011	\$51.600				
LABORER: CEMENT FINISHER TENDER	12/01/2009	\$47.100	06/01/2010	\$48.100	12/01/2010	\$49.350		
	06/01/2011	\$50.350	12/01/2011	\$51.600				
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER	12/01/2009	\$47.100	06/01/2010	\$48.100	12/01/2010	\$49.350		
	06/01/2011	\$50.350	12/01/2011	\$51.600				
LABORER: MASON TENDER	12/01/2009	\$47.350	06/01/2010	\$48.350	12/01/2010	\$49.600		
	06/01/2011	\$50.600	12/01/2011	\$51.850				
LABORER: MULTI-TRADE TENDER	12/01/2009	\$47.100	06/01/2010	\$48.100	12/01/2010	\$49.350		
	06/01/2011	\$50.350	12/01/2011	\$51.600				

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Issue Date: 03/09/2010

Wage Request Number: 20100309-051

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Overseer
TIMOTHY P. MURRAY
Overseer of Construction

Commonwealth of Massachusetts
Department of Labor and Workforce Development
Division of Occupational Safety
Commissioner under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



JOANNE F. GOLDSBERRY
Secretary of Labor and Workforce Development
GEORGE E. NOEL
Director of Labor
LAUREA M. MARLIN
Commissioner of Division of Occupational Safety

Awarding Authority: City of Newton

Contract Number: 10-50

City/Town: NEWTON

Description of Work: Handicap Access Improvement at Various Locations

Job Location: Various Locations

Classification	Effective Dates and Total Rates					
LABORER: TREE REMOVER	12/01/2009	\$47.100	06/01/2010	\$48.100	12/01/2010	\$49.350
	06/01/2011	\$50.350	12/01/2011	\$51.600		
This classification applies to the wholesale removal of standing trees including all associated trimming of branches and limbs, and applies to the removal of branches at locations not on or around utility lines.						
LASER BEAM OPERATOR	12/01/2009	\$47.350	06/01/2010	\$48.350	12/01/2010	\$49.600
	06/01/2011	\$50.600	12/01/2011	\$51.850		
MARBLE & TILE FINISHERS	02/01/2010	\$56.950	08/01/2010	\$58.470	02/01/2011	\$59.270
	08/01/2011	\$60.950	02/01/2012	\$61.740		
APPRENTICE: MARBLE-TILE-TERRAZZO FINISHER - Local 3 Marble & Tile						
Ratio	Step	1	2	3	4	5
1:3	%	50.00	60.00	70.00	80.00	90.00
Steps are 800 hrs.						
MARBLE MASONS, TILELAYERS & TERRAZZO MECH	02/01/2010	\$68.050	08/01/2010	\$69.950	02/01/2011	\$70.940
	08/01/2011	\$73.040	02/01/2012	\$74.030		
APPRENTICE: MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile						
Ratio	Step	1	2	3	4	5
1:3	%	50.00	60.00	70.00	80.00	90.00
MECH. SWEEPER OPERATOR (NON-CONSTRUCTION)	07/01/2009	\$28.300	07/01/2010	\$29.000	07/01/2011	\$29.700
MECH. SWEEPER OPERATOR (ON CONST. SITES)	12/01/2009	\$38.190	06/01/2010	\$39.430	12/01/2010	\$60.680
MECHANICS MAINTENANCE	12/01/2009	\$38.190	06/01/2010	\$39.430	12/01/2010	\$60.680
MILLWRIGHT (Zone 1)	03/01/2009	\$54.400				
APPRENTICE: MILLWRIGHT - Local 1121 Zone 1						
Ratio	Step	1	2	3	4	5
1:5	%	50.00	55.00	60.00	65.00	70.00
Steps are 750 hrs.						
MORTAR MIXER	12/01/2009	\$47.350	06/01/2010	\$48.350	12/01/2010	\$49.600
	06/01/2011	\$50.600	12/01/2011	\$51.850		
OILER (OTHER THAN TRUCK CRANES, GRADALLS)	12/01/2009	\$41.750	06/01/2010	\$42.480	12/01/2010	\$43.220
OILER (TRUCK CRANES, GRADALLS)	12/01/2009	\$44.720	06/01/2010	\$45.550	12/01/2010	\$46.380
OTHER POWER DRIVEN EQUIPMENT - CLASS II	12/01/2009	\$38.190	06/01/2010	\$39.430	12/01/2010	\$60.680
PAINTER (BRIDGES/TANKS)	01/01/2010	\$63.410				
APPRENTICE: PAINTER - Local 35 Zone 2						
Ratio	Step	1	2	3	4	5
1:1	%	50.00	55.00	60.00	65.00	70.00
Steps are 750 hrs.						
PAINTER (SPRAY OR SANDBLAST, NEW) *	01/01/2010	\$54.310				
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.						

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Issue Date: 03/09/2010

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Overseer
TIMOTHY P. MURRAY
Overseer of Construction

COMMONWEALTH OF MASSACHUSETTS
LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF OCCUPATIONAL SAFETY

Prevailing Wage Rates

Commissioner under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H


JOANNE F. GOLDSBERRY
Secretary of Labor and Workforce Development
GEORGE E. NOEL
Director of Labor
LAURA M. MARLIN
Commissioner of Division of Occupational Safety

Awarding Authority: City of Newton

Contract Number: 10-50

City/Town: NEWTON

Description of Work: Handicap Access Improvement at Various Locations

Job Location: Various Locations

Classification

Effective Dates and Total Rates

APPRENTICE: PAINTER - Local 35 Zone 2											
Ratio	Step	1	2	3	4	5	6	7	8		
1:1	%	30.00	33.00	40.00	43.00	70.00	73.00	80.00	90.00		
Steps are 750 hrs.											
PAINTER (SPRAY OR SANDBLAST, REPAINT)						01/01/2010	\$52.370				
APPRENTICE: PAINTER - Local 35 Zone 2											
Ratio	Step	1	2	3	4	5	6	7	8		
1:1	%	30.00	33.00	40.00	43.00	70.00	73.00	80.00	90.00		
Steps are 750 hrs.											
PAINTER (TRAFFIC MARKINGS)						12/01/2009	\$47.100	06/01/2010	\$48.100	12/01/2010	\$49.330
						06/01/2011	\$50.350	12/01/2011	\$51.600		
PAINTER / TAPER (BRUSH, NEW) *						01/01/2010	\$52.910				
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.											
APPRENTICE: PAINTER - Local 35 Zone 2											
Ratio	Step	1	2	3	4	5	6	7	8		
1:1	%	30.00	33.00	40.00	43.00	70.00	73.00	80.00	90.00		
Steps are 750 hrs.											
PAINTER / TAPER (BRUSH, REPAINT)						01/01/2010	\$50.970				
APPRENTICE: PAINTER - Local 35 Zone 2											
Ratio	Step	1	2	3	4	5	6	7	8		
1:1	%	30.00	33.00	40.00	43.00	70.00	73.00	80.00	90.00		
Steps are 750 hrs.											
PANEL & PICKUP TRUCKS DRIVER						12/01/2009	\$44.160	06/01/2010	\$44.760	12/01/2010	\$45.360
						06/01/2011	\$46.110	12/01/2011	\$46.770	06/01/2012	\$47.420
						12/01/2012	\$48.450				
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK)						08/01/2009	\$60.220	08/01/2010	\$62.570	08/01/2011	\$65.320
PILE DRIVER						08/01/2009	\$60.220	08/01/2010	\$62.570	08/01/2011	\$65.320
APPRENTICE: PILE DRIVER - Local 35 Zone 1											
Ratio	Step	1	2	3	4	5	6	7	8		
1:3	%	40.00	43.00	70.00	73.00	80.00	83.00	90.00	93.00		
PIPEFITTER & STEAMFITTER						03/01/2010	\$68.730				

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Issue Date: 03/09/2010

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Timothy P. Murray
Commissioner

Massachusetts General Laws, Chapter 149, Sections 26 to 27H

COMMONWEALTH OF MASSACHUSETTS
LABOR AND WORKFORCE DEVELOPMENT
OFFICE OF OCCUPATIONAL SAFETY

Prevailing Wage Rates

JOANNE F. GOLDSTEIN
Secretary of Labor and Workforce Development
GEORGE E. NOEL
Director of Labor
LAURA M. MARLIN
Commissioner of Division of Occupational Safety

Awarding Authority: City of Newton

Contract Number: 10-50

City/Town: NEWTON

Description of Work: Handicap Access Improvement at Various Locations

Job Location: Various Locations

Classification

Effective Dates and Total Rates

APPRENTICE: PIPEFITTER - Local 337					
Ratio	Step	1	2	3	4
**	%	40.00	43.00	46.00	70.00
**1:3; 3:1.5; 1:10 thereafter					
Ratifying Mechanic: **1:1; 1:2; 2:4; 3:4; 4:8; 5:10; 6:12; 7:14; 8:17; 9:20; 10:23(Max)					
Steps are 1 yr; Ratifying Mechanic Steps & Hrs Same as above					
PIPELAYER				12/01/2009	\$47.350
				06/01/2010	\$48.350
				12/01/2010	\$49.600
				06/01/2011	\$51.850
				12/01/2011	\$52.600
PLUMBERS & GASFITTERS				03/01/2010	\$67.500
APPRENTICE: PLUMBER - Local 12					
Ratio	Step	1	2	3	4
**	%	35.00	40.00	55.00	65.00
**1:2; 2:4; 3:10; 4:14; 5:19					
Steps are 1 year; Step 4 not less than 70; Step 5 not less than 80					
PNEUMATIC CONTROLS (TEMP.)				03/01/2010	\$68.730
PNEUMATIC DRILL/TOOL OPERATOR				12/01/2009	\$47.350
				06/01/2010	\$48.350
				12/01/2010	\$49.600
				06/01/2011	\$51.850
POWDERMAN & BLASTER				12/01/2009	\$48.100
				06/01/2010	\$49.100
				12/01/2010	\$50.350
				06/01/2011	\$52.600
POWER SHOVEL/DERRICK/TRENCHING MACHINE				12/01/2009	\$58.530
				06/01/2010	\$59.780
				12/01/2010	\$61.030
PUMP OPERATOR (CONCRETE)				12/01/2009	\$58.530
				06/01/2010	\$59.780
				12/01/2010	\$61.030
PUMP OPERATOR (DEWATERING, OTHER)				12/01/2009	\$47.890
				06/01/2010	\$48.810
				12/01/2010	\$49.740
READY-MIX CONCRETE DRIVER				05/01/2009	\$40.520
				05/01/2010	\$41.080
				05/01/2011	\$41.690
RECLAIMERS				12/01/2009	\$58.190
				06/01/2010	\$59.430
				12/01/2010	\$60.680
RESIDENTIAL WOOD FRAME CARPENTER **				04/01/2009	\$35.620
** The Residential Wood Frame Carpenter classification applies only to the construction of new, wood frame residences that do not exceed four stories including the basement.					
As of 9/1/09 Carpentry work on wood-frame residential WEATHERIZATION projects shall be paid the RESIDENTIAL WOOD FRAME CARPENTER rate.					
RIDE-ON MOTORIZED BUGGY OPERATOR				12/01/2009	\$47.350
				06/01/2010	\$48.350
				12/01/2010	\$49.600
				06/01/2011	\$51.850
ROLLER/SPREADER/MULCHING MACHINE				12/01/2009	\$58.190
				06/01/2010	\$59.430
				12/01/2010	\$60.680
ROOFER (Inc. Roofer Waterproofing & Roofer Dampproofing)				02/01/2009	\$53.860
APPRENTICE: ROOFER - Local 33					
Ratio	Step	1	2	3	4
**	%	30.00	40.00	45.00	75.00
**1:5; 2:4-10 thereafter 1:10 (or portion thereof)					
Steps 1 & 2 2000 hrs; Steps 3-5 are 1000 hrs.					
Roofer (Reroofing): Same Steps and Hours as Above **1:4; Thereafter 1:1					
SHEETMETAL WORKER				02/01/2010	\$63.470
				08/01/2010	\$64.720
				02/01/2011	\$65.970
				08/01/2011	\$67.220
				02/01/2012	\$68.470
				08/01/2012	\$69.720
				02/01/2013	\$70.970

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Issue Date: 03/09/2010

Wage Request Number: 20100309-051

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Overseer
TIMOTHY P. MURRAY
Overseer of Construction

Commonwealth of Massachusetts
Department of Labor and Workforce Development
Division of Occupational Safety
Commissioner under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



JOANNE F. GOLDSBERRY
Secretary of Labor and Workforce Development
GEORGE E. NOEL
Director of Labor
LAURA M. MARLIN
Commissioner of Division of Occupational Safety

Awarding Authority: City of Newton

Contract Number: 10-50

City/Town: NEWTON

Description of Work: Handicap Access Improvement at Various Locations

Job Location: Various Locations

Classification

Effective Dates and Total Rates

APPRENTICE: SHEET METAL WORKER - Local 17-A											
Ratio	Step	1	2	3	4	5	6	7			
1:4	%	40.00	45.00	50.00	60.00	65.00	75.00	85.00			
Steps 1-3 are 1 year; Steps 4-7 are 6 mos.											
SIGNERECTOR						06/01/2009	\$37.780				
APPRENTICE: SIGNERECTOR - Local 35 Zone 2											
Ratio	Step	1	2	3	4	5	6	7	8	9	
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	85.00	90.00	
Steps are 6 mos.											
SLATE / TILE / PRECAST CONCRETE ROOFER						02/01/2009	\$54.110				
SPECIALIZED EARTH MOVING EQUIP < 35 TONS						12/01/2009	\$44.620	06/01/2010	\$45.220	12/01/2010	\$45.820
						06/01/2011	\$46.570	12/01/2011	\$47.230	06/01/2012	\$47.880
						12/01/2012	\$48.910				
SPECIALIZED EARTH MOVING EQUIP > 35 TONS						12/01/2009	\$44.910	06/01/2010	\$45.510	12/01/2010	\$46.110
						06/01/2011	\$46.860	12/01/2011	\$47.520	06/01/2012	\$48.170
						12/01/2012	\$49.200				
SPRINKLER FITTER						09/16/2009	\$68.450	03/16/2010	\$69.700		
APPRENTICE: SPRINKLER FITTER - Local 350											
Ratio	Step	1	2	3	4	5	6	7	8	9	10
1:1	%	40.00	45.00	50.00	55.00	60.00	65.00	70.00	75.00	80.00	85.00
STEAM BOILER OPERATOR						12/01/2009	\$38.190	06/01/2010	\$39.430	12/01/2010	\$40.680
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN						12/01/2009	\$38.190	06/01/2010	\$39.430	12/01/2010	\$40.680
TELECOMMUNICATION TECHNICIAN						03/01/2010	\$53.800	09/01/2010	\$54.730	03/01/2011	\$55.660
APPRENTICE: TELECOMMUNICATION TECHNICIAN - Local 103											
Ratio	Step	1	2	3	4	5	6	7	8		
1:1	%	40.00	45.00	50.00	55.00	60.00	65.00	75.00	80.00		
TERRAZZO FINISHERS						02/01/2010	\$66.950	08/01/2010	\$68.850	02/01/2011	\$69.840
						08/01/2011	\$71.940	02/01/2012	\$72.930		
APPRENTICE: MARBLE-TILE-TERRAZZO FINISHER - Local 3 Marble & Tile											
Ratio	Step	1	2	3	4	5					
1:3	%	50.00	60.00	70.00	80.00	90.00					
Steps are 800 hrs.											
TEST BORING DRILLER						12/01/2009	\$48.500	06/01/2010	\$49.500	12/01/2010	\$50.750
						06/01/2011	\$51.750	12/01/2011	\$53.000		
TEST BORING DRILLER HELPER						12/01/2009	\$47.220	06/01/2010	\$48.220	12/01/2010	\$49.470
						06/01/2011	\$50.470	12/01/2011	\$51.720		

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Overseer
TIMOTHY P. MURRAY
Overseer of the City of Newton

Commonwealth of Massachusetts
Department of Labor and Workforce Development
Division of Occupational Safety
Commissioner under the provisions of the
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JOANNE F. GOLDSBERRY
Secretary of Labor and Workforce Development
GEORGE E. NOEL
Director of Labor
LAUREA M. MARLIN
Commissioner of Division of Occupational Safety

Awarding Authority: City of Newton

Contract Number: 10-50

City/Town: NEWTON

Description of Work: Handicap Access Improvement at Various Locations

Job Location: Various Locations

Classification	Effective Dates and Total Rates					
TEST BORING LABORER	12/01/2009	\$47.100	06/01/2010	\$48.100	12/01/2010	\$49.350
	06/01/2011	\$50.350	12/01/2011	\$51.600		
TRACTORS/PORTABLE STEAM GENERATORS	12/01/2009	\$38.190	06/01/2010	\$39.430	12/01/2010	\$60.680
TRAILERS FOR EARTH MOVING EQUIPMENT	12/01/2009	\$45.200	06/01/2010	\$45.800	12/01/2010	\$46.400
	06/01/2011	\$47.150	12/01/2011	\$47.810	06/01/2012	\$48.460
	12/01/2012	\$49.490				
TUNNEL WORK - COMPRESSED AIR	12/01/2009	\$39.430	06/01/2010	\$60.680	12/01/2010	\$61.930
	06/01/2011	\$63.180	12/01/2011	\$64.430		
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE)	12/01/2009	\$61.430	06/01/2010	\$62.680	12/01/2010	\$63.930
	06/01/2011	\$65.180	12/01/2011	\$66.430		
TUNNEL WORK - FREE AIR	12/01/2009	\$51.500	06/01/2010	\$52.750	12/01/2010	\$54.000
	06/01/2011	\$55.250	12/01/2011	\$56.500		
TUNNEL WORK - FREE AIR (HAZ. WASTE)	12/01/2009	\$53.500	06/01/2010	\$54.750	12/01/2010	\$56.000
	06/01/2011	\$57.250	12/01/2011	\$58.500		
VAC-HAUL	12/01/2009	\$44.620	06/01/2010	\$45.220	12/01/2010	\$45.820
	06/01/2011	\$46.570	12/01/2011	\$47.230	06/01/2012	\$47.880
	12/01/2012	\$48.910				
WAGON DRILL OPERATOR	12/01/2009	\$47.350	06/01/2010	\$48.350	12/01/2010	\$49.600
	06/01/2011	\$50.600	12/01/2011	\$51.850		
WASTE WATER PUMP OPERATOR	12/01/2009	\$38.530	06/01/2010	\$39.780	12/01/2010	\$61.030
WATER METER INSTALLER	03/01/2010	\$67.500				

Additional Apprentice Information:

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, ss. 11E-11L.

All steps are six months (1000 hours) unless otherwise specified.

- * Ratios are expressed in allowable number of apprentices to journeyman or fraction thereof.
- ** Multiple ratios are listed in the comment field.
- *** The job site ratio of 2 apprentices (APP) for every 3 journeyman (JM) is allowed as follows:
1 JM: 1 APP; 2-3 JM: 2 APP; 4-6 JM: 4 APP; 7-9 JM: 6 APP; 10-12 JM: 8 APP; 13-15 JM: 10 APP; etc.
- **** The job site ratio of 2 apprentices (APP) for every 3 journeyman (JM) is allowed as follows:

This wage schedule must be posted at the worksite in accordance with M.G.L. ch. 149, sec. 27.

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

Issue Date: 03/09/2010

Wage Request Number: 20100309-051

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Massachusetts Prevailing Wage Law L. ch. 149, §§ 26 – 27

NOTICE TO AWARDING AUTHORITIES

- 'The enclosed wage schedule applies only to the specific project listed at the top and will be updated for any public construction project lasting longer than one (1) year.
- 'You should request an updated wage schedule from the Division of Occupational Safety if you have not opened bids or selected a contractor within 90 days of the date of issuance of the enclosed wage schedule.
- 'The wage schedule shall be incorporated in any advertisement or call for bids for the project for which it has been issued.
- 'Once a contractor has been selected by the awarding authority, the wage schedule shall be made a part of the contract for that project.

NOTICE TO CONTRACTORS

- The enclosed wage schedule, and any updated schedule, must be posted in a conspicuous place at the work site during the life of the project.
- The wages listed on the enclosed wage schedule must be paid to employees on public works projects regardless of whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- The enclosed wage schedule applies to all phases of the project including the final clean-up. Contractors whose only role is to perform final clean-up must pay their employees according to this wage schedule.
- All apprentices must be registered with the Massachusetts Division of Apprentice Training in order to be paid at the reduced apprentice rates. If a worker is not registered with the Division of Apprentice Training, they must be paid the "total rate" listed on the wage schedule regardless of experience or skill level. For further information, please call (617) 727-3486 or write to the Division of Apprentice Training, 399 Washington Street, 4th Floor, Boston, MA 02108



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PAYROLL RECORDS REPORT STATEMENT OF COMPLIANCE

law c149, §27B, a true and accurate record must be kept of all persons employed on the project works project for which the enclosed rates have been provided. A Payroll Form has been printed on the reverse of this page and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

In addition, every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority. This is required to be done on a weekly basis. Once collected, the awarding authority is also required to preserve those records for three years.

In addition, each such contractor, subcontractor or public body shall furnish to the Department of Labor & Workforce Development/Division of Occupational Safety within fifteen days after completion of its portion of the work a statement, executed by the contractor, subcontractor or public body who supervises the payment of wages, in the following form:

STATEMENT OF COMPLIANCE

_____, 2010_____

I, _____,
(Name of signatory party) (Title)

do hereby state:

That I pay or supervise the payment of the persons employed by

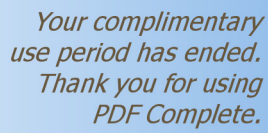
_____ on the _____
(Contractor, subcontractor or public body) (Building or project)

and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty nine of the General Laws.

Signature _____

Title _____

DIVISION OF OCCUPATIONAL SAFETY, 399 WASHINGTON STREET, 5TH FL., BOSTON, MA. 02108



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FEDERAL DAVIS-BACON LABOR STANDARDS AND PREVAILING WAGES AND REPORTING FOR THE AMERICAN RECOVERY AND REINVESTMENT ACT



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FEDERAL LABOR STANDARDS COMPLIANCE

Construction contracts using any portion of Community Development Block Grant funds that exceeds \$2,000, are subject to Federal Davis-Bacon Labor Standards and Minimum Wage Rates.

A number of documents must be submitted to the Newton Community Development Program in order to comply with federal regulations for projects receiving more than \$2,000 in Community Development Block Grant funding. Contractors and subcontractors will comply with the heretofore guidelines as outlined in the regulations and forms and submit appropriate documentation on a regular basis. Failure to provide the necessary documentation may delay payment to the contractor or subcontractor.

All or portions of the work to be performed under this contract is being financed with Federal assistance under Title I of the Housing and Community Development act of 1974, as amended. The following parts are hereby included and made a part of this Solicitation and Contract. Whenever the provisions of these Federal clauses differ from any other provisions of this contract, the Federal provisions shall prevail, except in the case of minimum wage rates where the higher of the Federal or State Wage Determination shall prevail.

or Standards Provisions

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

the contract for a class of laborers or mechanics includes a fringe benefit or shall either pay the benefit as stated in the wage determination or shall pay an equivalent thereof.

If the contractor or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

lper, apprentice, and trainee) employed on the contract during the payroll without rebate, either directly or indirectly, and that no deductions have been earned, other than permissible deductions as set forth in 29 CFR Part 3;

less than the applicable wage rates and fringe benefits or cash equivalents for the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.



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n of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

The contractor shall comply with the requirements of 29 CFR Part 3 which are

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.



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damages. HUD or its designee shall upon its own action or upon written
ment of Labor withhold or cause to be withheld, from any moneys payable on
contractor under any such contract or any other Federal contract with the same
ct subject to the Contract Work Hours and Safety Standards Act which is held
etermined to be necessary to satisfy any liabilities of such contractor or
subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

form **HUD-4010** (06/2009)
ref. Handbook 1344.1
Previous edition is obsolete

TITLE 29—LABOR

OFFICE OF THE SECRETARY OF LABOR

PART 36 Contractors and Subcontractors on Public Building or Public Work Financed In Whole or In Part by Loans or Grants from the United States

Sec.

3.1 Purpose and scope.

3.2 Definitions.

3.3 Weekly statement with respect to payment of wages.

3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

3.7 Applications for the approval of the Secretary of Labor.

3.8 Action by the Secretary of Labor upon applications.

3.9 Prohibited payroll deductions.

3.10 Methods of payment of wages.

3.11 Regulations part of contract.

AUTHORITY: R.S. 161, sec. 2, 48 Stat. 848; Reorg. Plan No. 14, of 1950, 64 Stat. 1267; 5 U.S.C. 301; 40 U.S.C. 276c.

SOURCE: 29 FR 97, Jan. 4, 1964, unless otherwise noted.

Section 3.1 Purpose and Scope.

This part prescribes anti-kickback regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

Section 3.2 Definitions.

As used in the regulations in this part:

(a) The terms *building* or *work* generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a *building* or *work* within the meaning of the regulations in this part.

(b) The terms *construction*, *prosecution*, *completion*, or *repair* mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms *public building* or *public work* include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term *building or work financed in whole or in part by loans or grants from the United States* includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United



...ess of any contractual relationship alleged to exist between him and the real
...use, child, parent, or other close relative of the contractor or subcontractor; a
...a corporation closely connected with the contractor or subcontractor as parent,
...uch corporation.
...ates, the District of Columbia, and all executive departments, independent
establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including
corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia,
or any of the foregoing departments, establishments, agencies, and instrumentalities. [29 FR 97, Jan. 4, 1964, as amended at 38 FR
32575, Nov. 27, 1973]

Section 3.3 Weekly statement with respect to payment of wages.

(a) **As used in this section, the term “employee” shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.**

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by this part 3 and part 5 of this chapter during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form WH 348, “Statement of Compliance”, or on an identical form on the back of WH 347, “Payroll (For Contractors Optional Use)” or on any form with identical wording. Sample copies of WH 347 and WH 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

(c) The requirements of this section shall not apply to any contract of \$2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify. [29 FR 97, Jan. 4, 1964, as amended at 33 FR 10186, July 17, 1968]

Section 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) **Each weekly statement required under Sec. 3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.**

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

Section 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A “bona fide prepayment of wages” is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: *Provided, however,* That the following standards are met:

- (1) The deduction is not otherwise prohibited by law;
- (2) It is either:

writing and in advance of the period in which the work is to be done and
ning of or for the continuation of employment, or

ing agreement between the contractor or subcontractor and representatives of

, directly or indirectly, by the contractor or subcontractor or any affiliated
wise; and

- (4) The deductions shall serve the convenience and interest of the employee.
- (e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.
- (f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.
- (g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.
- (h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.
- (i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: *Provided, however,* That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.
- (j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and part 531 of this title. When such a deduction is made the additional records required under Sec. 516.25(a) of this title shall be kept.
- (k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own property for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnished by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either
 - (1) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or
 - (2) Provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees. [36 FR 9770, May 28, 1971]

Section 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under Sec. 3.5. The

Secretary may grant permission whenever he finds that:

- (a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;
- (b) The deduction is not otherwise prohibited by law;
- (c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and
- (d) The deduction serves the convenience and interest of the employee.

Section 3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under Sec. 3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

- (a) The application shall be in writing and shall be addressed to the Secretary of Labor.
- (b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of 1 year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of Sec. 3.6, and specifies any conditions which have changed in regard to the payroll deductions.
[36 FR 9770, May 28, 1971]
- (c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of Sec. 3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.



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the proposed deduction, the purpose to be served thereby, and the classes of deduction would be made.
cess of any third person to whom any funds obtained from the proposed such person, if any, with the applicant.

on applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of Sec. 3.6; and shall notify the applicant in writing of his decision.

Section 3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under Sec. 3.6 are prohibited.

Section 3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

Section 3.11 Regulations part of contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see Sec. 5.5(a) of this subtitle.



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SCHEDULE OF PAPERWORK SUBMITTALS FOR CDBG FUNDED PROJECTS

PAPERWORK	FREQUENCY
Contractor and Subcontractor Certification	Once at the award of the contract
Weekly Certified Payroll Reports (CPR)	Weekly
Statement of Compliance	Weekly with CPR
Davis-Bacon Poster (WH 6 1321)	Posted During Project; site or in office
Equal Employment Opportunity is the Law Poster (EEOC-P/E-1)	Posted During Project; site or in office
Fair Employment Law Poster	Posted During Project; site or in office
DUNS & CCR Form	Once at the award of the contract
Jobs Created & Retained Report	Quarterly
Wage Summary Sheet	Posted During Project; site or in office

PLEASE SEND REPORTS TO:

Danielle Bailey, Community Development Planner
 Housing and Community Development Division
 City of Newton
 1000 Commonwealth Avenue
 Newton, MA 02459
 (617) 796-1139
 (617) 796-1142 FAX
dbailey@newtonma.gov



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NEWTON CONTRACTOR AND SUBCONTRACTOR CERTIFICATION FORMS

Contractor and Subcontractor Certification forms must be submitted prior to the award of the contract. Failure to submit the following forms may delay payment to the contractor or subcontractor.



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DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
DEVELOPMENT BLOCK GRANT PROGRAM

CITY OF NEWTON CONTRACTOR'S CERTIFICATION

CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

A Contractor will not be eligible for award of a contract unless the following certification is submitted.
The Contractor Certification Form is deemed a part of the resulting contract.

CERTIFICATION

Contractor's Name

1. Acknowledges that, having submitted a bid and/or executed a contract with the City of Newton for the construction of the previously-identified project:
 - a. The Labor Standards provisions are included in the contract;
 - b. Correction of any infractions of the Labor Standards, including infractions by any subcontractors and any lower tier subcontractors, is the responsibility of the contractor.
2. Certifies that:
 - a. Neither the contractor nor other firm, corporation, partnership or association in which the contractor has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor (29 CFR, part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 USC 276a-9(a)).
 - b. No part of the aforementioned contract has been or will be subcontracted to any subcontractor is such subcontractor or any firm, corporation, partnership or association in which the subcontractor has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor (29 CFR, part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 USC 276a-9(a)).
3. Agrees to obtain and forward to the City of Newton within ten days after the execution of any subcontract, including those executed by subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.
4. Certifies that:
 - a. The legal name, business address, ID # and kind of business of the undersigned are:

Business Name: _____

Business Address: _____

Federal ID #: _____

Kind of Business (circle one): _____

a) A Corporation Organized in the State of

b) A Single Proprietorship

c) A Partnership

d) Other Organization (describe): _____

owner, partners or officers of the undersigned are:

	ADDRESS

c. The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest (if none, so state):

NAME	ADDRESS	NATURE OF INTEREST

d. The names and addresses and trade classifications of all other building contractors in which the undersigned has a substantial interest (if none, so state):

NAME	ADDRESS	TRADE CLASSIFICATION

e. Intends to use the following job classifications in the work under the contract:

CONSTRUCTION JOB CLASSIFICATION

5. Will comply with the federal labor regulations, minority manpower ratio, and specific affirmative action steps contained herein.

Signature of authorized representative of contractor

Date

Any contract for the provision of goods or services to the City of Newton or any of its departments is subject to the ordinance creating the Human Rights Commission, as it may be amended from time to time. Any complaints within the purview shall be sent to the Human Rights Commission; any complaints received by the contracting agency shall be forwarded to the contractor and a copy shall be sent to the Human Rights Commission.

CITY OF NEWTON SUBCONTRACTOR'S CERTIFICATION

CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

A Subcontractor will not be eligible for award of a contract, unless such subcontractor has submitted the following certification. Prior to the award of any subcontract, regardless of tier, the prospective subcontractor must execute and submit to the Prime Contractor, the following certification, which is deemed a part of the resulting contract.

CERTIFICATION

Subcontractor's Name

1. Acknowledges that, having submitted a bid and/or executed a contract with the City of Newton for the construction of the previously-identified project:
 - a. The Labor Standards provisions are included in the contract;
 - b. Correction of any infractions of the Labor Standards, including infractions by any subcontractors and any lower tier subcontractors, is the responsibility of the subcontractor.
2. Certifies that:
 - a. Neither the subcontractor nor other firm, corporation, partnership or association in which the subcontractor has substantial interest is designated as an ineligible subcontractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor (29 CFR, part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 USC 276a-9(a)).
 - b. No part of the aforementioned contract has been or will be subcontracted to any subcontractor is such subcontractor or any firm, corporation, partnership or association in which the subcontractor has substantial interest is designated as an ineligible subcontractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor (29 CFR, part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 USC 276a-9(a)).
3. Agrees to obtain and forward to the City of Newton within ten days after the execution of any subcontract, including those executed by subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.
4. Certifies that:
 - a. The legal name, business address, ID # and kind of business of the undersigned are:

Business Name: _____

Business Address: _____

Federal ID #: _____

Kind of Business (circle one): _____

- a) A Corporation Organized in the State of _____
- b) A Single Proprietorship
- c) A Partnership
- d) Other Organization (describe): _____



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owner, partners or officers of the undersigned are:

	ADDRESS

- c. The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest (if none, so state):

NAME	ADDRESS	NATURE OF INTEREST

- d. The names and addresses and trade classifications of all other building contractors in which the undersigned has a substantial interest (if none, so state):

NAME	ADDRESS	TRADE CLASSIFICATION

- e. Intends to use the following job classifications in the work under the contract:

CONSTRUCTION JOB CLASSIFICATION

5. Will comply with the federal labor regulations, minority manpower ratio, and specific affirmative action steps contained herein.

Signature of authorized representative of contractor

Date

Any contract for the provision of goods or services to the City of Newton or any of its departments is subject to the ordinance creating the Human Rights Commission, as it may be amended from time to time. Any complaints within the purview shall be sent to the Human Rights Commission; any complaints received by the contracting agency shall be forwarded to the contractor and a copy shall be sent to the Human Rights Commission.



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STATEMENT OF COMPLIANCE AND PAYROLL FORM

Construction contracts utilizing Community Development Block Grant funding exceeding \$2,000 are subject to Federal Labor Standards.

Contractors and subcontractors are required to *prepare weekly* payroll reports listing their employees' names, social security numbers and home address and the hours they work on the City's Community Development Projects. The payroll reports may be submitted every week, but must be submitted at least monthly with an accompanying Statement of Compliance *for each week of work*.

The contractors and subcontractors may submit their company's standard payroll form as long as it contains all the information required on for WH-347 (included) and accompanied by a corresponding Statement of Compliance (included).

Subcontractors should submit payroll forms to the prime contractor. The prime contractor will submit the forms to Community Development. **The contractor is responsible for ensuring full compliance from all subcontractors, including the collection of all required documentation and submitting it to the Community Development Project Manager.**



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INSTRUCTIONS FOR PREPARATION OF FORM WH-347 AND STATEMENT OF COMPLIANCE

Form WH-347 has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.

Address: Fill in your firm's address.

Payroll No.: Beginning with the number "1", list the payroll number for the submission.

For Week Ending: List the workweek ending date.

Project and Location: Self-explanatory.

Project or Contract No.: Self-explanatory.

Column 1 - Name and Individual Identifying Number of Worker: Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

Column 2 - No. of Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

Column 3 - Work Classifications: List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown or hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

Column 4 - Hours worked: List the day and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

Column 5 - Total: Self-explanatory

Column 6 - Rate of Pay (Including Fringe Benefits): In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "\$12.25/.40" would reflect a \$12.25 base

assistance in correctly computing overtime. See "Fringe Benefits" below. rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box see "Fringe Benefits" below. Payment of not less than time and one-half the under the Contract Work Hours Standard Act of 1962 if the prime contract the predetermined rate for the classification which an individual works, the benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus "\$163.00/\$420.00" would reflect the earnings of a worker who earned \$163.00 on a Federally assisted construction project during a week in which \$420.00 was earned on all work.

Column 8 - Deductions: Five columns are provided for showing deductions made. If more than five deduction are involved, use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

Column 9 - Net Wages Paid for Week: Self-explanatory.

Totals - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

Statement Required by Regulations, Parts 3 and 5: While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

Items 1and 2: Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in this payroll." See "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits: If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

Contractors who pay no fringe benefits: If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

Public Burden Statement: We estimate that it will take an average of 55 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of



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for reducing this burden, send them to the Administrator, Wage and Hour
502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

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(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- ☐ - Each laborer or mechanic listed in the above referenced payroll has as indicated on the payroll, an amount not less than the sum of the basic hourly wage rate plus the amount of the required fringe benefit in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

Date _____

I, _____ (Name of Signatory Party) _____ (Title)
do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____

_____ (Contractor or Subcontractor) _____ on the _____

_____ (Building or Work) _____; that during the payroll period commencing on the _____

_____ day of _____, and ending the _____ day of _____, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said _____

_____ (Contractor or Subcontractor) _____ from the full _____

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967, 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- ☐ - In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.



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WAGE RATE AND EQUAL EMPLOYMENT OPPORTUNITY POSTINGS

Construction contracts utilizing Community Development Block Grant funding exceeding \$2,000 are subject to Federal Labor Standards.

Contractors are required to post wage rates in a prominent place at the work site or in their office so employees can easily and frequently read the wage rates. Contractors are required to post *at least* the Wage Summary and make the full wage decision immediately available to any employee upon request.

Contractors are required to post the Equal Employment Opportunity is the Law Poster (EEOC-P/E-1), the Massachusetts Fair Employment Law poster, as well as the Davis-Bacon Poster (WH 6 1321) in a prominent place at the work site or in their office allowing employees to read the material easily.

EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:



DANIELLE BAILEY
Planner
Community Development

CITY OF NEWTON
Planning & Development Department
1000 Commonwealth Avenue
Newton, MA 02459-1449
Direct Phone (617) 796-1139
Office Phone (617) 796-1120
Fax (617) 796-1142
dbailey@newtonma.gov

or contact the U.S. Department of Labor's Wage and Hour Division.



For additional information:

1-866-4-USWAGE
(1-866-487-9243) TTY: 1-877-889-5627



WWW.WAGEHOUR.DOL.GOV

U.S. Department of Labor | Employment Standards Administration | Wage and Hour Division

WH 1321 (Revised April 2006)



Equal Employment Opportunity is THE LAW

Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

DISABILITY

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

GENETICS

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

RETALIATION

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected.

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at www.eeoc.gov or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at www.eeoc.gov.

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within

three years of discharge or release from active duty), other protected veteran (veterans who served during a war or in a campaign or expedition for which campaign badge has been authorized), and Armed Forces service medal veteran (veterans who, while on active duty, participated in a U.S. military operation in which an Armed Forces service medal was awarded).

RETALIATION

Retaliation is prohibited against a person who files a complaint of discrimination participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at OFCCP-Public@dol.gov, or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, NATIONAL ORIGIN, SEX

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

EEOC 9/02 and OFCCP 8/08 Versions Useable With 11/09 Supplement

INDIVIDUALS WITH DISABILITIES

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.


EEOC-P/E-1 (Revised 11/09)

EMPLOYMENT LAW

al to discriminate on the basis of race, color, religious creed, national
origin, sex, sexual orientation, genetic information, military service, age, ancestry or disability.

IT IS UNLAWFUL:

- to print or circulate any advertisement or use any application form which directly or indirectly specifies any limitation on the basis of race, color, religious creed, national origin, sex, sexual orientation, genetic information, military service, age, ancestry, or disability.
- to discharge or refuse to hire any individual on the basis of their race, color, religious creed, national origin, sex, sexual orientation, genetic information, military service, age, ancestry, or disability.
- to discriminate against any individual in matters relating to compensation, terms, conditions, or privileges of employment because of their race, color, religious creed, national origin, sex, sexual orientation, genetic information, military service, age, ancestry, or disability.
- to require a woman to leave her job at some arbitrary stage in her pregnancy or to refuse to let her return to work until a specified time set by the employer.
- to refuse to grant a female employee at least eight weeks leave for purposes of childbirth or to treat her absence differently than any other absence due to disability.
- to require an employee to remain at work during any day or part thereof that s/he observes as a religious holiday provided that the employee gives a ten-day notice and the absence does not cause undue hardship to the employer.
- to discharge or refuse to hire any person because of their failure to furnish information concerning admission to a center for the treatment of mentally ill persons.
- to discriminate against a job applicant for failure to furnish information, written or oral, concerning: A) an arrest, detention or disposition regarding a violation of law in which no conviction resulted; B) a first conviction in any of the following misdemeanors: driving under the influence, simple assault, speeding, minor traffic violations, disturbance of the peace; or C) conviction for a misdemeanor where the date of the conviction or end of period of incarceration, if any, occurred more than five years prior to the employment application, and the applicant has not been convicted of any offense within the five years immediately before the date of application.



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RETALIATION

One has opposed any practices forbidden under this Chapter or because s/he has
filing before the Commission. It is also illegal to aid, abet, incite, compel or
this Chapter or to attempt to do so.

SEXUAL HARASSMENT

151b:1,18 The term "sexual harassment" shall mean sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (a) submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions: (b) such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

COMPLAINTS

All complaints must be filed in writing. Information on the filing of complaints can be obtained by contacting the MASSACHUSETTS COMMISSION AGAINST DISCRIMINATION at the following locations:

Boston office:
One Ashburton Place
Room 601
Boston, MA 02108
(617) 994-6000 voice
(617) 994-6196 TTY

Springfield office:
436 Dwight Street
Suite 220
Springfield, MA 01103
(413) 739-2145

THE MASSACHUSETTS COMMISSION AGAINST DISCRIMINATION

Section 7 of M.G. L. c151B MANDATES THE POSTING OF THIS NOTICE



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SYSTEM AND CENTRAL CONTRACTOR REGISTRATION REQUIREMENT

Companies associated with the American Recovery and Reinvestment Act companies contracted for projects funded by the Community Development Block Grant Recovery Program through the City of Newton must:

- a. have or obtain a Data Universal Number System (DUNS) number and provide it to the City of Newton.
- b. register with the Central Contractor Registration (CCR).

Data Universal Number System number

A DUNS number is a unique nine-character identification number provided by the commercial company Dun & Bradstreet (D&B). If your business does not already have a DUNS number, the process to request a DUNS number takes about 10 minutes and is free of charge. Call D&B at 866-705-5711 or for persons with a hearing impairment, the TTY number is 866-814-7818. Please list the DUNS number for your business in the space provided below.

DUNS Number:

Business Name:

Central Contractor Registration (CCR)

Central Contractor Registration is completed on the website <https://www.bpn.gov/ccr/>. You will need the following information to register:

- 1. DUNS Number
- 2. Tax Identification Number (TIN) and Taxpayer Name
- 3. Statistical Information about your business (You will be required to provide the receipts and number of employees on a world-wide basis, which includes all affiliates)
- 4. Electronic Funds Transfer (EFT) Information

Please mail report to:

City of Newton
 Danielle Bailey, Labor Compliance Officer
 Planning and Development Department
 1000 Commonwealth Ave.
 Newton, MA 02459

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IONS FOR COMPLETION OF ATED/RETAINED REPORT

This report must be completed upon contractor's receipt of the City of Newton's Notice to Proceed.

1. Determine the number and type of jobs created and the number and type of jobs retained as a result of the construction project.
 - a. A job created is a new position created and filled, or an existing unfilled position that is filled, as a result of this construction project;
 - b. A job retained is an existing position that is now funded by this construction project.
2. Complete Part A of the Jobs Created/Retained Report.
 - a. Enter project name.
 - b. Enter CDBG-R Project Number & Federal Wage Decision Number (located in contract documents).
 - c. Enter the title, description, and hours worked by each job that was created as a result of this construction project. Divide the total hours that were worked by all created jobs by 520 (total hours in the quarter).
 - d. Enter the title, description, and hours worked by each job that was retained as a result of this construction project. Divide the total hours that were worked by all retained jobs by 520 (total hours in the quarter).
4. Complete Part B of the Jobs Created/Retained Report.
 - a. List the name, address and telephone number of your company.
 - b. Print or type name and title of authorized company representative.
 - c. Have an authorized representative sign and date the report.

– REMEMBER –
No payment will be made until a
Jobs Created/Retained Report
is submitted to:

City of Newton
Danielle Bailey, Labor Compliance Officer
Planning and Development Department
1000 Commonwealth Ave.
Newton, MA 02459



CITY OF NEWTON ATED/RETAINED REPORT

A. SECTION 3 EMPLOYEE INFORMATION

Name of CDBG Grantee: City of Newton, Massachusetts

Name of Project: _____

CDBG-R Project Number: _____ Wage Decision Number: _____

Description of jobs or positions **created** and hours worked in quarter:

	Title	Job Description	Hours worked on this construction project in quarter
Position #1			
Position #2			
Position #3			
Position #4			
Position #5			
Position #6			
Position #7			
Position #8			
Position #9			
Position #10			
Total hours worked on this construction project in quarter			

Total hours worked by jobs or positions created on this construction project in quarter =
520 (hours in quarter)

Description of jobs or positions **retained** and hours worked in quarter:

	Title	Job Description	Hours worked on this construction project in quarter
Position #1			
Position #2			
Position #3			
Position #4			
Position #5			
Position #6			
Position #7			
Position #8			
Position #9			
Position #10			
Total hours worked on this construction project in quarter			

Total hours worked by jobs or positions retained on this construction project in quarter =
520 (hours in quarter)

EMPLOYMENT LAW

It is illegal to discriminate on the basis of race, color, religious creed, national origin, sex, sexual orientation, age, ancestry or disability.

IT IS UNLAWFUL:

- to print or circulate any advertisement or use any application form which directly or indirectly specifies any limitation on the basis of race, color, religious creed, national origin, sex, sexual orientation, age, ancestry, or disability.
- to discharge or refuse to hire any individual on the basis of their race, color, religious creed, national origin, sex, sexual orientation, age, ancestry, or disability.
- to discriminate against any individual in matters relating to compensation, terms, conditions, or privileges of employment because of their race, color, religious creed, national origin, sex, sexual orientation, age, ancestry, or disability.
- to require a woman to leave her job at some arbitrary stage in her pregnancy or to refuse to let her return to work until a specified time set by the employer.
- to refuse to grant a female employee at least eight weeks leave for purposes of childbirth or to treat her absence differently than any other absence due to disability.
- to require an employee to remain at work during any day or part thereof that s/he observes as a religious holiday provided that the employee gives a ten-day notice and the absence does not cause undue hardship to the employer.
- to discharge or refuse to hire any person because of their failure to furnish information concerning admission to a center for the treatment of mentally ill persons.
- to discriminate against a job applicant for failure to furnish information, written or oral, concerning: A) an arrest, detention or disposition regarding a violation of law in which no conviction resulted; B) a first conviction in any of the following misdemeanors: driving under the influence, simple assault, speeding, minor traffic violations, disturbance of the peace; or C) a conviction for a misdemeanor where the date of the conviction or end of period of incarceration, if any, occurred more than five years prior to the employment application, and the applicant has not been convicted of any offense within the five years immediately before the date of application.

RETALIATION

It is illegal to retaliate against any person because s/he has opposed any practices forbidden under this Chapter or because s/he has filed a complaint, testified, or assisted in any proceeding before the Commission. It is also illegal to aid, abet, incite, compel or coerce the doings of any of the acts forbidden under this Chapter or to attempt to do so.

SEXUAL HARASSMENT

151b:1,18 The term "sexual harassment" shall mean sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (a) submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions; (b) such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

COMPLAINTS

All complaints must be filed in writing. Information on the filing of complaints can be obtained by contacting the MASSACHUSETTS COMMISSION AGAINST DISCRIMINATION at the following locations:

Boston office:	Springfield office:
One Ashburton Place	36 Dwight Street
Room 601	Suite 315
Boston, MA 02108	Springfield, MA 1103
(617) 727-3990	(413) 739-2145

THE MASSACHUSETTS COMMISSION AGAINST DISCRIMINATION
Section 7 of M.G. L. c151B MANDATES THE POSTING OF THIS NOTICE

Community Development Program

LABOR COMPLIANCE/PREVAILING WAGES

Project Name: Handicap Access at Various Locations

Rates Last Modified: March 12, 2010

Rates Current as of March 16, 2010

WAGE SUMMARY

(Heavy)

Job Classification	Federal Wage Rate and Fringes
Bricklayer/Plasterer:	\$44.61 + \$22.95
Cement Mason/Concrete Finisher	\$35.00 + \$25.76
Carpenters:	\$31.69 + \$22.40
Electricians:	\$41.21 + \$24.04
Iron Workers:	\$35.28 + \$23.81
Laborers: (see wage determination for more detailed group definitions)	
Group 1: Laborer, Cement Finisher Tender, Carpenter Tender	\$26.85 + \$16.35
Group 2: Asphalt Raker, Drill Operator Fence & Guardrail Erector, Mason Tender, Pipelayer, Laser Beam Operator	\$27.35 + \$16.35
Group 3: Air-track operator, Curb Setter, Block Paver	\$27.60 + \$16.35
Group 4: Blaster, Powdermen	\$27.85 + \$16.35
Group 5: Flagger	\$20.95 + \$16.35
Group 6: Asbestos/Toxic/Hazardous Waste Abatement	\$28.85 + \$16.35
Line Construction:	
Cableman	\$34.89 + \$7.50 + A
Equipment Operator	\$34.89 + \$11.50 + A
Groundman	\$22.58 + \$7.50 + A
Lineman	\$41.05 + \$14.43 + A
Millwright:	\$30.52 + \$19.83
Piledriverman:	\$37.17 + \$23.55
Plumber:	\$45.22 + \$21.73
Power Equipment Operators: (see wage determination for more groups and detailed group definitions)	
Group 1: Backhoes, Cranes, Loaders, Front-end Loaders Concrete Pavers, Post Hole Diggers, Power Shovel	\$38.48 + \$20.84 + A
Group 2: Graders, Mechanics, Rollers, Jack Hammers	\$38.14 + \$20.84 + A
Group 3: Pumps, Concrete Mixers	\$27.84 + \$20.84 + A
Test Boring & Well Drilling	
Driller	\$30.05 + \$17.90 + A
Laborer	\$28.65 + \$17.90 + A
Truck Drivers: (see wage determination for more detailed group definitions)	
Group 1: Pickup Trucks, Panel Trucks, Station Wagons	\$29.63 + \$11.51 + A + B
Group 2: Two Axle Equipment; Forklift Operator	\$29.80 + \$11.51 + A + B
Group 3: Three Axle Equipment	\$29.87 + \$11.51 + A + B
Group 4: Four and Five Axle Equipment	\$29.99 + \$11.51 + A + B
Wrecking Laborers: (more wrecking laborer categories in wage determination)	\$28.50 + \$17.05

This is a SAMPLING of job classifications and corresponding wage rates for your project. A full listing of classifications, rates, and details is contained herein. When using a combination of funds from federal, state, and/or local sources, the HIGHER of the Federal or State Wage will prevail when calculating minimum rates for employees.



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Construction Types: Heavy (Heavy and Marine)

Counties: Barnstable, Bristol, Dukes, Essex, Middlesex, Nantucket, Norfolk, Plymouth and Suffolk Counties in Massachusetts.

HEAVY AND MARINE CONTRUCTION PROJECTS

Modification Number Publication Date
 0 03/12/2010

BOIL0029-001 10/01/2009

	Rates	Fringes
BOILERMAKER.....	\$ 38.25	17.04

BRMA0001-011 03/01/2009

FOXBORO CHAPTER

BRISTOL (Attleboro, Berkley, Dighton, Mansfield, North Attleboro, Norton, Raynham, Rehoboth, Seekonk, Taunton); NORFOLK, (Bellingham, Canton, Dedham, Foxboro, Franklin, Norfolk, Norwood, Plainville, Sharon, Walpole, Westwood, Wrentham); and PLYMOUTH (Lakeville)

	Rates	Fringes
Bricklayer/Cement Mason.....	\$ 43.04	22.62

BRMA0001-012 03/01/2009

LOWELL CHAPTER

MIDDLESEX (Acton, Ashby, Ayer, Bedford, Billerica, Boxboro, Carlisle, Chemsford, Dracut, Dunstable, Ft Devens, Groton, Littleton, Lowell, North Acton, Pepperell, Shirley, South Acton, Tewksbury, Townsend, Tyngsboro, West Acton, Westford, Wilmington)

	Rates	Fringes
BRICKLAYER.....	\$ 43.04	22.62

BRMA0001-013 03/01/2009

LOWELL CHAPTER

MIDDLESEX (Ashland, Framingham, Holliston, Hopkinton, Hudson, Maynard, Natick, Sherborn, Stow); and NORFOLK (Medfield, Medway, Millis)

Rates Fringes

Marble & Tile Finisher.....	\$ 34.59	21.69
Marble, Tile & Terrazzo Workers.....	\$ 44.65	22.73
TERRAZZO FINISHER.....	\$ 43.55	22.56

BRMA0003-003 08/01/2009

BOSTON CHAPTER

MIDDLESEX (Arlington, Cambridge, Everett, Malden, Medford,
Melrose, Somerville); NORFOLK (Brookline, Milton); and SUFFOLK

Rates Fringes

BRICKLAYER.....	\$ 44.61	22.95
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BRMA0003-011 08/01/2009

LYNN CHAPTER

ESSEX (Amesbury, Andover, Beverly, Boxford, Danvers, Essex,
Georgetown, Gloucester, Groveland, Hamilton, Haverhill,
Ipswich, Lawrence, Lynn, Lynnfield, Manchester, Marblehead,
Merrimac, Methuen, Middleton, Nahant, Newbury, Newburyport,
North Andover, Peabody, Rockport, Rowley, Salisbury, Salem,
Saugus, Swampscott, Topsfield, Wakefield, Wenham, West
Newbury); and MIDDLESEX (North Reading, Reading, Wakefield)

Rates Fringes

Bricklayer/Cement Mason.....	\$ 44.61	22.95
------------------------------	----------	-------

BRMA0003-012 08/01/2009

Rates Fringes

BRICKLAYER

WALTHAM CHAPTER -

MIDDLESEX (Belmont,

Burlington, Concord,

Lexington, Lincoln,

Stoneham, Sudbury,

Waltham, Watertown,

Wayland, Weston,

Winchester, Woburn).....\$ 44.61 22.95

BRMA0003-014 08/01/2009

QUINCY CHAPTER

PLYMOUTH COUNTY (Abington, Bridgewater, Brockton, Carver,
Duxbury, East Bridgewater, Halifax, Hanover, Hanson, Hingham,
Hull, Kingston, Marshfield, Middleboro, Norwell, Pembroke,



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BRMA0003-025 08/01/2009

NEW BEDFORD CHAPTER

BARNSTABLE; BRISTOL (Acushnet, Dartmouth, Fairhaven, Fall River, Freetown, New Bedford, Somerset, Swansea, Westport); DUKES; NANTUCKET; PLYMOUTH (Marion, Mattapoisett, Rochester, Wareham)

	Rates	Fringes
Bricklayer/Cement Mason.....	\$ 44.61	22.95

BRMA0003-033 08/01/2009

NEWTON CHAPTER
MIDDLESEX (Newton); NORFOLK (Dover, Needham, Wellesley)

	Rates	Fringes
Bricklayer, Plasterer.....	\$ 44.61	22.95

CARP0026-003 09/01/2009

BRISTOL (Attleborough, North Attleborough); ESSEX; MIDDLESEX (Except Belmont, Cambridge, Everett, Malden, Medford, Somerville); AND NORFOLK (Bellingham, Braintree, Canton, Cohasset, Foxboro, Franklin, Medfield, Medway, Millis, Needham, Norfolk, Norwood, Plainville, Quincy, Sharon, Walpole, Wellesley, Westwood, Weymouth, Wrentham) COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 31.69	22.40

CARP0033-003 09/01/2009

MIDDLESEX (Belmont, Cambridge, Everett, Malden, Medford, Somerville); NORFOLK (Brookline, Dedham, Milton); AND SUFFOLK COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 36.99	22.80

CARP0056-001 08/01/2009

All of SUFFOLK COUNTY; and those areas of BARNSTABLE, BRISTOL, ESSEX, MIDDLESEX, NORFOLK, and PLYMOUTH COUNTIES situated INSIDE Boston Beltway (I-495) and North of Cape Cod Canal. ALL of DUKES and NANTUCKET COUNTIES

The areas of BARNSTABLE, BRISTOL, PLYMOUTH, and NORFOLK COUNTIES situated OUTSIDE Boston Beltway (I-495) and South of Cape Cod Canal

	Rates	Fringes
Piledrivermen & Diver's Tender...	\$ 34.43	23.55

CARP0056-003 08/01/2009		

Those areas of ESSEX and MIDDLESEX COUNTIES situated OUTSIDE Boston Beltway (I-495)

	Rates	Fringes
Piledrivermen & Diver's Tender...	\$ 34.43	23.55

CARP0056-004 08/01/2009		

	Rates	Fringes
Diver.....	\$ 52.04	23.55

CARP0424-001 03/01/2009		

NORFOLK (Braintree, Quincy, Cohasset, Weymouth, etc.) PLYMOUTH (Duxbury, Hanover, Hull, Hingham, Marshfield, Norwell, Pembroke Rockland, Scituate)

	Rates	Fringes
CARPENTER.....	\$ 31.58	21.34

CARP0624-002 03/01/2009		

BARNSTABLE; BRISTOL (Except Attleboro & North Attleboro); DUKES; NANTUCKET; NORFOLK (Avon, Holbrook, Randolph, Stoughton); PLYMOUTH (Bridgewater, Kingston, Lakeville, Middleboro, Plymouth, S. Hanover, Whitman)

	Rates	Fringes
CARPENTER.....	\$ 31.58	21.34

CARP1121-001 03/01/2007		

	Rates	Fringes
MILLWRIGHT.....	\$ 30.52	19.83

* ELEC0096-001 06/01/2009		



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Proton, Hopkinton,
(and)

ELECTRICIAN.....	\$ 35.91	17.58
Teledata System Installer.....	\$ 25.91	14.28

ELEC0099-001 06/01/2009

BRISTOL (Attleboro, North Attleboro, Seekonk)

Rates Fringes

ELECTRICIAN.....	\$ 34.08	53.34%
Teledata System Installer.....	\$ 25.56	11.14

ELEC0103-002 09/01/2009

ESSEX (Amesbury, Andover, Boxford, Georgetown, Groveland, Haverhill, Lawrence, Merrimac, Methuen, Newbury, Newburyport, North Andover, Rowley, Salisbury, West Newbury); MIDDLESEX (Bedford, Billerica, Boxboro, Burlington, Carlisle, Chelmsford, Dracut, Dunstable, Littleton, Lowell, North Reading, Tewksbury, Tyngsboro, Westford, Wilmington)

Rates Fringes

ELECTRICIAN.....	\$ 41.21	24.04
------------------	----------	-------

ELEC0103-004 09/01/2009

ESSEX (Beverly, Danvers, Essex, Gloucester, Hamilton, Ipswich, Manchester, Marblehead, Middleton, Peabody, Rockport, Salem, Topsfield, Wenham)

Rates Fringes

ELECTRICIAN.....	\$ 41.21	24.04
------------------	----------	-------

ELEC0103-005 09/01/2009

ESSEX (Lynn, Lynnfield, Nahant, Saugus, Swampscott); MIDDLESEX (Acton, Arlington, Belmont, Cambridge, Concord, Everett, Framingham, Holliston, Lexington, Lincoln, Malden, Maynard, Medford, Melrose, Natick, Newton, Reading, Sherborn, Somerville, Stoneham, Sudbury, Wakefield, Waltham, Watertown, Wayland, Weston, Winchester, Woburn); NORFOLK (Bellingham, Braintree, Brookline, Canton, Cohasset, Dedham, Dover, Foxboro, Franklin, Medfield, Medway, Millis, Milton, Needham, Norfolk, Norwood, Quincy, Sharon, Walpole, Wellesley, Westwood, Weymouth, Wrentham); PLYMOUTH (Hingham and Hull);SUFFOLK

Rates Fringes

ELECTRICIAN.....	\$ 41.21	24.04
------------------	----------	-------



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Equipment Operator.....	\$ 34.89	11.50+A
Groundman.....	\$ 22.58	7.50+A
Lineman.....	\$ 41.05	14.43+A

A. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day and Columbus Day, provided the employee has been employed 5 working days prior to any one of the listed holidays.

ELEC0223-002 09/01/2009

BARNSTABLE, BRISTOL (Except Attleboro, North Attleboro, Seekonk); DUKES; NANTUCKET; PLYMOUTH (Except Hingham and Hull Twps); NORFOLK (Avon, Holbrook, Randolph, Stoughton)

	Rates	Fringes
ELECTRICIAN.....	\$ 34.90	17.00

ENGI0004-009 12/01/2009

	Rates	Fringes
Power equipment operators:		
Group 1.....	\$ 38.48	20.84+A
Group 2.....	\$ 38.14	20.84+A
Group 3.....	\$ 27.84	20.84+A
Group 4.....	\$ 32.69	20.84+A
Group 5.....	\$ 21.70	20.84+A
Group 6.....	\$ 24.67	20.84+A

HOURLY PREMIUM FOR BOOM LENGTHS (Including Jib):

Over 150 ft. +1.99

Over 185 ft. +3.48

Over 210 ft. +4.90

Over 250 ft. +7.42

Over 295 ft. +10.29

Over 350 ft. +11.96

FOOTNOTE FOR POWER EQUIPMENT OPERATORS:

A. PAID HOLIDAYS: New Year's Day, Washington's Birthday, Labor Day, Memorial Day, Independence Day, Patriot's Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day

POWER EQUIPMENT OPERATORS CLASSIFICATIONS [HEAVY CONSTRUCTION]

GROUP 1: Power shovel; crane; truck crane; derrick; pile driver; trenching machine; mechanical hoist pavement breaker; cement concrete paver; dragline; hoisting engine; three drum machine; pumpcrete machine; loaders; shovel dozer; front end loader; mucking machine; shaft hoist; steam engine; backhoe; gradall; cable way; fork lift; cherry picker; boring machine; rotary drill; post hole



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rake; mulching machine; paving screed machine; stationary steam boiler; paving concrete finishing machine; grout pump; portable steam boiler; portable steam generator; roller; spreader; asphalt paver; locomotives or machines used in place thereof; tamper (self propelled or tractor-draw); cal tracks; ballast regulator; rail anchor machine; switch tamper; tire truck

GROUP 3: Pumps (1-3 grouped); compressor; welding machines (1-3 grouped); generator; sighting plant; heaters (power driven, 1- 5); syphon-pulsometer; concrete mixer; valves controlling permanent plant air steam, conveyor, wellpoint system (operating)

GROUP 4: Assitant engineer (fireman)

GROUP 5: Oiler (other than truck cranes and gradalls)

GROUP 6: Oiler (on truck cranes and gradalls)

POWER EQUIPMENT OPERATORS CASSIFICATIONS [MARINE CONSTRUCTION]

Group 1: Shovel; crane; truck crane; cherry picker; derrick; pile driver; two or more drum machines; lighters; derrick boats; trenching machines; mechanic hoist pavement breakers; cement concrete pavers; draglines; hoisting engines; pumpcrete machines; elevating graders; shovel dozer; front end loader; backhoe; gradall; cable ways; boring machine; rotary drill; post hole hammer; post hole digger; fork lift; timber jack; asphalt plant (on site); concrete batching and/or mixing plant (on site); crusher plant (on site); paving concrete mixer

Group 2: Portable steam boiler; portable steam generator; sonic or vibratory hammer; grader; scraper; tandem scraper; concrete pump; bulldozer; tractor; York rake; mulching machine; roller; spreader; tamper (self-propelled or tractor-drawn); asphalt paver; concrete mixer with side loader; mechanic - maintenance; cal tracks; ballast regulator; switch tamper; rail anchor machine; tire truck

Group 3: Pumps (1-3 grouped); compressor; welding machines (1-3 grouped); generator; lighting plant; heaters (power driven 1-5); syphon-pulsometer; concrete mixer; valves controlling permanent plant air or steam; conveyor; well point systems; auger (powered by independent engines and attached to pile drivers); hydraulic saws

Group 4: Fireman

Group 5: Assistant engineer (other than truck crane and gradall)

Group 6: Assistant engineer (on truck crane and gradall)



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(Beverly, Gloucester, Lynn,
Lynnfield,
Manchester, Marblehead,
Nahant, Salem, Saugus,
Swampscott); MIDDLESEX
(Arlington, Bedford,
Belmont, Burlington,
Cambridge,
Concord, Everett,
Framingham, Lexington,
Lincoln, Malden, Maynard,
Medford, Melrose, Natick,
Newton, Reading, Sherborn,
Somerville, Stoneham,
Sudbury, Wakefield,
Waltham, Watertown,
Wayland, Weston,
Winchester, Woburn);
NORFOLK (Except Medway);
PLYMOUTH (Abington,
Bridgewater, Brocton,
Duxbury, East Bridgewater,
Halifax, Hanover, Hanson,
Hingham, Hull, Kingston,
Marshfield, Norwell,
Pembroke, Plymouth,
Plympton, Rockland,
Scituate, West
Bridgewater, Whitman);
SUFFOLK.....\$ 35.28 23.81
ESSEX (Amesbury, Andover,
Boxford, Danvers, Essex,
Georgetown, Hamilton,
Haverhill, Ipswich,
Lawrence, Merrimac,
Methuen, Newbury,
Newburyport, North
Andover, Rockport, Rowley,
Salisbury, Topsfield,
Wenham, West Newbury);
MIDDLESEX
(Acton, Billerica,
Carlisle, Chelmsford,
Dracut, Dunstable, Groton,
Groveland, Littleton,
Lowell, Middleton, North
Reading, Pepperell,
Tewksbury, Tyngsboro,
Westford, Wilmington).....\$ 30.87 23.81

IRON0007-010 03/16/2009

MIDDLESEX (Ashby, Ashland, Ayer, Boxboro, Holliston, Hopkinton,
Hudson, Marlboro, Shirley, Stow, Townsend); NORFOLK (Medway)



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BARNSTABLE; BRISTOL (Acushnet, Attleboro, Berkley, Dartmouth, Dighton, Fairhaven, Fall River, Freetown, Mansfield, New Bedford, North Attleboro, Norton, Raynham, Rehoboth, Seekonk, Somerset, Swansea, Taunton, Westport); DUKES; NANTUCKET; NORFOLK (Bellingham, Franklin, Plainville, Wrentham); PLYMOUTH (Lakeville, Marion, Mattapoisett, Middleboro, Rochester, Wareham)

	Rates	Fringes
IRONWORKER.....	\$ 30.45	19.47

LABO0022-006 06/01/2009		

SUFFOLK COUNTY (Boston, Chelsea, Revere, Winthrop, Deer & Nut Islands); MIDDLESEX COUNTY (Arlington, Belmont, Burlington, Cambridge, Everett, Malden, Medford, Melrose, Reading, Somerville, Stoneham, Wakefield, Winchester, Winthrop and Woburn only); NORFOLK COUNTY (Brookline, Dedham, and Milton only)

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 28.80	17.75
GROUP 2.....	\$ 29.05	17.75
GROUP 3.....	\$ 29.45	17.75
GROUP 4.....	\$ 29.80	17.75
GROUP 5.....	\$ 22.90	17.75
GROUP 6.....	\$ 30.80	17.75

LABORERS CLASSIFICATIONS

- GROUP 1: Laborers; carpenter tenders; cement finisher tenders
- GROUP 2: Asphalt raker; fence and guard rail erector; laser beam operator; mason tender; pipelayer; pneumatic drill operator; pneumatic tool operator; wagon drill operator
- GROUP 3: Air track operator; block paver; rammer; curb setter
- GROUP 4: Blaster; powderman
- GROUP 5: Flagger
- GROUP 6: Asbestos Abatement; Toxic and Hazardous Waste Laborers

LABO0022-012 06/01/2009

Counties of BARNSTABLE; BRISTOL; DUKES; ESSEX; NANTUCKET; PLYMOUTH; MIDDLESEX (With the exception of Arlington, Belmont,



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reading,
throp and
ine, Dedham, and

Rates Fringes

Laborers:

GROUP 1.....	\$ 26.85	16.35
GROUP 2.....	\$ 27.35	16.35
GROUP 3.....	\$ 27.60	16.35
GROUP 4.....	\$ 27.85	16.35
GROUP 5.....	\$ 20.95	16.35
GROUP 6.....	\$ 28.85	16.35

LABORERS CLASSIFICATIONS

GROUP 1: Laborers; carpenter tenders; cement finisher
tenders

GROUP 2: Asphalt raker; fence and guard rail erector; laser
beam operator; mason tender; pipelayer; pneumatic drill
operator; pneumatic tool operator; wagon drillperator

GROUP 3: Air track operator; block paver; rammer; curb
setter; hydraulic & similar self powere drills

GROUP 4: Blaster; powderman

GROUP 5: Flagger

GROUP 6: Asbestos Abatement; Toxic and Hazardous Waste
Laborers

LABO0022-013 06/01/2009

Rates Fringes


Laborers:

(FREE AIR OPERATION):		
SHIELD DRIVEN AND LINER		
PLATE IN FREE AIR)		
GROUP 1.....	\$ 31.65	19.05+A
GROUP 2.....	\$ 31.65	19.05+A
(OPEN AIR CASSONS,		
UNDERPINNING AND TEST		
BORING INDUSTRIES):		

TEST BORING & WELL DRILLING

Driller.....	\$ 30.05	17.90+A
Laborer.....	\$ 28.65	17.90+A
(OPEN AIR CASSONS,		
UNDERPINNING AND TEST		
BORING INDUSTRIES):		

OPEN AIR CASSON,
UNDERPINNING WORK & BORING



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GROUP 1.....	\$ 29.10	19.05+A
GROUP 2.....	\$ 39.58	19.05+A
GROUP 3.....	\$ 39.58	19.05+A
GROUP 4.....	\$ 39.58	19.05+A
GROUP 5.....	\$ 39.58	19.05+A
GROUP 6.....	\$ 41.58	19.05+A
CLEANING CONCRETE AND CAULKING TUNNEL (Both New & Existing)		
GROUP 1.....	\$ 31.65	19.05+A
GROUP 2.....	\$ 31.65	19.05+A
ROCK SHAFT, CONCRETE LINING OF SAME AND TUNNEL IN FREE AIR		
GROUP 1.....	\$ 29.10	19.05+A
GROUP 2.....	\$ 31.65	19.05+A
GROUP 3.....	\$ 31.65	19.05+A
GROUP 4.....	\$ 31.65	19.05+A
GROUP 5.....	\$ 33.65	19.05+A

LABORERS CLASSIFICATIONS for TUNNELS, CAISSON & CYLINDER WORK
IN COMPRESSED AIR

GROUP 1: Powder watchman; Top man on iron bolt; change house
attendant

GROUP 2: Brakeman; trackman; groutman; tunnel laborer;
outside lock tender; lock tender; guage tender

GROUP 3: Motorman, miner

GROUP 4: Blaster

GROUP 5: Mucking machine operator

GROUP 6: Hazardous Waste work within the "HOT" zone. (A
premium of two dollars \$2.00 per hour over the basic wage
rate.

LABORERS CLASSIFICATIONS for (FREE AIR OPERATION): SHIELD
DRIVEN AND LINER PLATE IN FREE AIR

GROUP 1: Miner; miner welder; conveyor operator; motorman;
mucking machine operator; nozzle man; grout man-; pumps,
shaft and tunnel steel and rodman; shield and erector arm
operators, mole nipper, outside motorman, burner, TBM
operator, safety miner; laborer topside; heading motormen;
erecting operators; top signal men

GROUP 2: Brakeman; trackman

LABORERS CLASSIFICATIONS FOR CLEANING CONCRETE AND CAULKING
TUNNEL (Both New & Existing)



LABORERS CLASSIFICATIONS for ROCK SHAFT, CONCRETE LINING OF
SAME AND TUNNE IN FREE AIR

GROUP 1: Change house attendants

GROUP 2: Laborers, topside, bottom men (when heading is 50
ft. from shaft) and all other laborers

GROUP 3: Brakeman; trackman; tunnel laborers; shaft laborers

GROUP 4: Miner; cage tender; bellman

GROUP 5: Hazardous Waste work within the "HOT" zone. (A
premium of two dollars \$2.00 per hour over the basic wage
rate)

FOOTNOTE FOR LABORERS:

A. PAID HOLIDAYS: New Year's Day, Washington's Birthday,
Patriot's Day, Memorial Day, Independence Day, Labor Day,
Columbus Day, Veteran's Day, Thanksgiving Day, and
Christmas Day

LABO1421-001 12/01/2008

WRECKING LABORERS:

Rates Fringes

Laborers:

WRECKING LABORERS:

Adzeman.....	\$ 28.50	17.05
Asbestos, Toxic, Hazardous Waste.....	\$ 28.50	17.05
Burners, Jackhammers.....	\$ 29.25	17.05
Small Backhoes, Loaders on Tracks, Bobcat Type Loaders and Hydraulic "Brock" Type Hammer Operators, Concrete Cutting Saws, Journeyman, Concrete Sawyer.....	\$ 29.50	17.05
Wrecking Laborer.....	\$ 28.50	17.05
Yardman Laborer (Salvage Yard Only).....	\$ 24.50	17.05
Yardman, Burners, Sawyers..	\$ 27.60	17.05

* PAIN0035-001 01/01/2010

BARNSTABLE BRISTOL; DUKES; ESSEX; NANTUCKET; PLYMOUTH
(Remainder of NORFOLK; MIDDLESEX AND SUFFOLK COUNTIES)



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Spray, Sandblast.....	\$ 33.91	21.40
REPAINT:		
Bridge.....	\$ 43.01	21.40
Brush, Taper.....	\$ 30.57	21.40
Spray, Sandblast.....	\$ 31.97	21.40

* PAIN0035-015 01/01/2010

MIDDLESEX (Cambridge, Everett, Malden, Medford, Somerville)
SUFFOLK COUNTY (Boston, Chelsea) NORFOLK COUNTY (Brookline)

	Rates	Fringes
Painters:		
NEW CONSTRUCTION:		
Brush, Taper.....	\$ 38.30	21.40
Spray, Sandblast.....	\$ 39.70	21.40
REPAINT:		
Bridge.....	\$ 43.01	21.40
Brush, Taper.....	\$ 36.36	21.40
Spray, Sandblast.....	\$ 37.76	21.40

PAIN0035-017 06/01/2008

	Rates	Fringes
Sign Painter.....	\$ 24.05	12.47

PLAS0534-001 01/01/2009

ESSEX; MIDDLESEX; NORFOLK AND SUFFOLK COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 35.00	25.76

PLUM0004-001 09/01/2009

MIDDLESEX (Ashby, Ayer-West of Greenville branch of Boston and
Maine Railroad, Ft. Devens, Groton, Shirley, Townsend)

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 37.54	21.08

PLUM0012-001 09/01/2009

ESSEX (Lynn, Lynnfield, Nahant, Saugus, Swampscott); MIDDLESEX
(Acton, Arlington, Ashland, Ayer - except W. of Greenville
Branch of Boston & Maine RR, Bedford, Belmont, Billerica,
Buxboro, Burlington, Cambridge, Carlisle, Chelmsford, Concord,
Dracut, Dunstable, Everett, Framingham, Hudson, Holliston,
Hopkinton, Lexington, Lincoln, Littleton, Lowell, Malden,
Marlboro, Maynard, Medford, Melrose, Natick, Newton, North



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Stoneham,
Waltham,
Dorchester, Woburn);
Andover, Cohasset,
Wareham, Millis,
Dorchester, Sharon,
Dorchester, Sharon,

Walpole, Wellesley, Westwood, Weymouth, Wrentham); PLYMOUTH
(Hingham, Hull, Scituate); SUFFOLK

Rates Fringes

PLUMBER.....\$ 45.22 21.73

PLUM0051-005 03/01/2009

BARNSTABLE; BRISTOL; DUKES; NANTUCKET; NORFOLK (Avon, Holbrook,
Randolph, Stoughton) PLYMOUTH(Remainder of County)

Rates Fringes

Plumbers and Pipefitters.....\$ 33.61 23.22

PLUM0138-001 09/01/2009

ESSEX (Ames, Andover, Beverly, Boxford, Byfield, Danvers,
Essex, Georgetown, Gloucester, Groveland, Hamilton, Haverhill,
Ipswich, Lawrence, Manchester, Marblehead, Merrimac, Methuen,
Middleton, Newbury, Newburyport, North Andover, Peabody,
Rockport, Rowley, Salem, Salisbury, Topsfield, Wenham, West
Newbury)

Rates Fringes

Plumber, Pipefitter,
Steamfitter.....\$ 40.39 21.73

PLUM0537-001 09/01/2008

MIDDLESEX (Arlington, Cambridge, Everett, Malden, Medford,
Melrose, Reading, Wakefield, Winchester and Woburn); NORFOLK
(Bellingham, Braintree, Brookline, Canton Cohasset, Dedham,
Foxboro, Franklin, Millis, Milton, Sharon, Walpole, Westwood,
and Wrentham); PLYMOUTH (Hingham, Hull, Scituate); ESSEX (Lynn,
Lynnfield, Nahant, Saugus, Swampscott); SUFFOLK (Boston and
Chelsea)

Rates Fringes

PIPEFITTER.....\$ 45.34 20.06

TEAM0379-001 06/01/2008

Rates Fringes

Truck drivers:

Group 1.....\$ 29.63 11.51+A+B
Group 2.....\$ 29.80 11.51+A+B
Group 3.....\$ 29.87 11.51+A+B



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TUNNEL WORK (UNDERGROUND ONLY) \$.40 DIFFERENTIAL BY AXLE
HAZARDOUS MATERIALS (IN HOT ZONE ONLY) \$2.00 PREMIUM

TRUCK DRIVERS CLASSIFICATIONS

- Group 1: Station wagons; panel trucks; and pickup trucks
- Group 2: Two axle equipment; & forklift operator
- Group 3: Three axle equipment and tireman
- Group 4: Four and Five Axle equipment
- Group 5: Specialized earth moving equipment under 35 tons
other than conventional type trucks; low bed; vachual;
mechanics, paving restoration equipment
- Group 6: Specialized earth moving equipment over 35 tons
- Group 7: Trailers for earth moving equipment (double hookup)

FOOTNOTES:

- A. PAID HOLIDAYS: New Year's Day, Washington's Birthday,
Memorial Day, Independence Day, Labor Day, Patriot's Day,
Columbus Day, Veteran's Day, Thanksgiving Day and Christmas
Day
- B. PAID VACATION: Employees with 4 months to 1 year of
service receive 1/2 day's pay per month; 1 week vacation
for 1 - 5 years of service; 2 weeks vacation for 5 - 10
years of service; and 3 weeks vacation for more than 10
years of service

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates
listed under the identifier do not reflect collectively
bargained wage and fringe benefit rates. Other designations
indicate unions whose rates have been determined to be
prevailing.



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PROCESS

this can

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- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
 Wage and Hour Division
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION



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**IT BE OBTAINED THROUGH
THE PURCHASING DEPARTMENT**

(Call to ensure availability 617-796-1220)

(3 PAGES)

ATTACHMENT - A

TRENCH PERMIT

(SEE BELOW)



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City of Newton

Massachusetts 02459

Engineering Division

(617) 796-1020

FAX (617) 796-1051

Permit Number _____

Date Issued _____

Expiration Date _____

Fee: \$50 x _____ = _____
Trenches Total

TRENCH PERMIT

Pursuant to G.L. c. 82A

§1 and 520 CMR 7.00 et seq.(as amended)

THIS PERMIT MUST BE FULLY COMPLETED PRIOR TO CONSIDERATION

Name of Applicant			Phone		Cell	
Street Address						
City/Town	MA	ZIP				
Name of Excavator (if different from applicant)			Phone		Cell	
Street Address						
City/Town	MA	ZIP				
Name of Owner(s) of Property			Phone		Cell	
Street Address						
City/Town	MA	ZIP				
Other Contact		Permit Fee Received No () Yes ()				
Description, location and purpose of proposed trench: Please describe the exact location of the proposed trench and its purpose (include a description of what is (or is intended) to be laid in proposed trench (eg; pipes/cable lines etc..) Please use reverse side if additional space is needed.						
Insurance Certificate #:						
Name and Contact Information of Insurer:						
Policy Expiration Date:						
Dig Safe #:						
Name of Competent Person (as defined by 520 CMR 7.02):						
Massachusetts Hoisting License #						
License Grade:			Expiration Date:			



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OWNER, AND EXCAVATOR ALL ACKNOWLEDGE AND CERTIFY BEFORE COMMENCEMENT OF THE WORK, WILL BECOME CONDITIONS APPLICABLE TO WORK PROPOSED, INCLUDING OSHA eq., AND ANY APPLICABLE MUNICIPAL ORDINANCES, BY-LAWS

AND REGULATIONS AND THEY COVENANT AND AGREE THAT ALL WORK DONE UNDER THE PERMIT ISSUED FOR SUCH WORK WILL COMPLY THEREWITH IN ALL RESPECTS AND WITH THE CONDITIONS SET FORTH BELOW.

THE UNDERSIGNED OWNER AUTHORIZES THE APPLICANT TO APPLY FOR THE PERMIT AND THE EXCAVATOR TO UNDERTAKE SUCH WORK ON THE PROPERTY OF THE OWNER, AND ALSO, FOR THE DURATION OF CONSTRUCTION, AUTHORIZES PERSONS DULY APPOINTED BY THE MUNICIPALITY TO ENTER UPON THE PROPERTY TO MONITOR AND INSPECT THE WORK FOR CONFORMITY WITH THE CONDITIONS ATTACHED HERETO AND THE LAWS AND REGULATIONS GOVERNING SUCH WORK.

THE UNDERSIGNED APPLICANT, OWNER AND EXCAVATOR AGREE JOINTLY AND SEVERALLY TO REIMBURSE THE MUNICIPALITY FOR ANY AND ALL COSTS AND EXPENSES INCURRED BY THE MUNICIPALITY IN CONNECTION WITH THIS PERMIT AND THE WORK CONDUCTED THEREUNDER, INCLUDING BUT NOT LIMITED TO ENFORCING THE REQUIREMENTS OF STATE LAW AND CONDITIONS OF THIS PERMIT, INSPECTIONS MADE TO ASSURE COMPLIANCE THEREWITH, AND MEASURES TAKEN BY THE MUNICIPALITY TO PROTECT THE PUBLIC WHERE THE APPLICANT OWNER OR EXCAVATOR HAS FAILED TO COMPLY THEREWITH INCLUDING POLICE DETAILS AND OTHER REMEDIAL MEASURES DEEMED NECESSARY BY THE MUNICIPALITY.

THE UNDERSIGNED APPLICANT, OWNER AND EXCAVATOR AGREE JOINTLY AND SEVERALLY TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE MUNICIPALITY AND ALL OF ITS AGENTS AND EMPLOYEES FROM ANY AND ALL LIABILITY, CAUSES OR ACTION, COSTS, AND EXPENSES RESULTING FROM OR ARISING OUT OF ANY INJURY, DEATH, LOSS, OR DAMAGE TO ANY PERSON OR PROPERTY DURING THE WORK CONDUCTED UNDER THIS PERMIT.

APPLICANT SIGNATURE

_____ DATE _____

EXCAVATOR SIGNATURE (IF DIFFERENT)

_____ DATE _____

OWNER’S SIGNATURE (IF DIFFERENT)

_____ DATE: _____

For City/Town use -- Do not write in this section	
PERMIT APPROVED BY	\$_____ Application Fee
PERMITTING AUTHORITY	
CONDITIONS OF APPROVAL	

CONDITIONS AND REQUIREMENTS PURSUANT TO G.L.C.82A AND 520 CMR 7.00 et seq. (as amended)

By signing the application, the applicant understands and agrees to comply with the following:

- i. No trench may be excavated unless the requirements of sections 40 through 40D of chapter 82, and

- been met and this permit is invalid unless and until said requirements have been met for the permit including, but not limited to, the establishment of a valid and plant damage prevention system as said system is defined in section 76D of
- significant health and safety hazard. Pursuant to Section 1 of Chapter 82 of not leave any open trench unattended without first making every reasonable effort to eliminate any recognized safety hazard that may exist as a result of leaving said open trench unattended. Excavators should consult regulations promulgated by the Department of Public Safety in order to familiarize themselves with the recognized safety hazards associated with excavations and open trenches and the procedures required or recommended by said department in order to make every reasonable effort to eliminate said safety hazards which may include covering, barricading or otherwise protecting open trenches from accidental entry.
- iii. Persons engaging in any in any trenching operation shall familiarize themselves with the federal safety standards promulgated by the Occupational Safety and Health Administration on excavations: 29 CFR 1926.650 et.seq., entitled Subpart P "Excavations".
 - iv. Excavators engaging in any trenching operation who utilize hoisting or other mechanical equipment subject to chapter 146 shall only employ individuals licensed to operate said equipment by the Department of Public Safety pursuant to said chapter and this permit must be presented to said licensed operator before any excavation is commenced;
 - v. By applying for, accepting and signing this permit, the applicant hereby attests to the following: (1) that they have read and understands the regulations promulgated by the Department of Public Safety with regard to construction related excavations and trench safety; (2) that he has read and understands the federal safety standards promulgated by the Occupational Safety and Health Administration on excavations: 29 CFR 1926.650 et.seq., entitled Subpart P "Excavations" as well as any other excavation requirements established by this municipality; and (3) that he is aware of and has, with regard to the proposed trench excavation on private property or proposed excavation of a city or town public way that forms the basis of the permit application, complied with the requirements of sections 40-40D of chapter 82A.
 - vi. This permit shall be posted in plain view on the site of the trench.

Summary of Excavation and Trench Safety Regulation (520 CMR 14.00 et seq.)

This summary was prepared by the Massachusetts Department of Public Safety pursuant to G.L.c.82A and does not include all requirements of the 520 CMR 14.00. To view the full regulation and G.L.c.82A, go to www.mass.gov/dps. Pursuant to M.G.L. c. 82, § 1, the Department of Public Safety, jointly with the Division of Occupational Safety, drafted regulations relative to trench safety. The regulation is codified in section 14.00 of title 520 of the Code of Massachusetts Regulations. The regulation requires all excavators to obtain a permit prior to the excavation of a trench made for a construction-related purpose on public or private land or rights-of-way. All municipalities must establish a local permitting authority for the purpose of issuing permits for trenches within their municipality. Trenches on land owned or controlled by a public (state) agency requires a permit to be issued by that public agency unless otherwise designated.

In addition to the permitting requirements mandated by statute, the trench safety regulations require that all excavators, whether public or private, take specific precautions to protect the general public and prevent unauthorized access to unattended trenches. Accordingly, unattended trenches must be covered, barricaded or backfilled. Covers must be road plates at least ¾" thick or equivalent; barricades must be fences at least 6' high with no openings greater than 4' between vertical supports; backfilling must be sufficient to eliminate the trench. Alternatively, excavators may choose to attend trenches at all times, for instance by hiring a police detail, security guard or other attendant who will be present during times when the trench will be unattended by the excavator.

The regulations further provide that local permitting authorities, the Department of Public Safety, or the Division of Occupational Safety may order an immediate shutdown of a trench in the event of a death or serious injury; the failure to obtain a permit; or the failure to implement or effectively use adequate protections for the general public. The trench shall remain shutdown until re-inspected and authorized to re-open provided, however, that excavators shall have the right to appeal an immediate shutdown. Permitting authorities are further authorized to suspend or revoke a permit following a hearing. Excavators may also be subject to administrative fines issued by the Department of Public Safety for identified violations.

For additional information please visit the Department of Public Safety's website at www.mass.gov/dps

Summary of 1926 CFR Subpart P -OSHA Excavation Standard

to protect employees who are working inside a trench. This summary was developed by a professional Safety and not OSHA for informational purposes only and does not constitute OSHA regulations, and may not include all aspects of the standard. For more information, go to www.osha.gov.

d:

- An excavation made below the surface of the ground, narrow in relation to its length.
- In general, the depth is greater than the width, but the width of the trench is not greater than fifteen feet.
- **Protective Systems** to prevent soil wall collapse are always required in trenches deeper than 5ø and are also required in trenches less than 5ø deep when the competent person determines that a hazard exists. Protection options include:
 - Shoring. Shoring must be used in accordance with the OSHA Excavation standard appendices, the equipment manufacturer's tabulated data, or designed by a registered professional engineer.
 - Shielding (Trench Boxes). Trench boxes must be used in accordance with the equipment manufacturer's tabulated data, or a registered professional engineer.
 - Sloping or Benching. In Type C soils (what is most typically encountered) the excavation must extend horizontally 1 ½ feet for every foot of trench depth on both sides, 1 foot for Type B soils, and ¾ foot for Type A soils.
 - A registered professional engineer must design protective systems for all excavations greater than 20ø in depth.
- **Ladders** must be used in trenches deeper than 4ø
 - Ladders must be inside the trench with workers at all times, and located within 25ø of unobstructed lateral travel for every worker in the trench.
 - Ladders must extend 3ø above the top of the trench so workers can safely get onto and off of the ladder.
- **Inspections** of every trench worksite are required:
 - Prior to the start of each shift, and again when there is a change in conditions such as a rainstorm.
 - Inspections must be conducted by the competent person (see below).
- **Competent Person(s) is:**
 - Capable (i.e., trained and knowledgeable) in identifying existing and predictable hazards in the trench, and other working conditions which may pose a hazard to workers, and
 - Authorized by management to take necessary corrective action to eliminate the hazards. Employees must be removed from hazardous areas until the hazard has been corrected.
- **Underground Utilities** must be:
 - Identified prior to opening the excavation (e.g., contact Digsafe).
 - Located by safe and acceptable means while excavating.
 - Protected, supported, or removed once exposed.
- **Spoils** must be kept back a minimum of 2ø from the edge of the trench.
- **Surface Encumbrances** creating a hazard must be removed or supported to safeguard employees. Keep heavy equipment and heavy material as far back from the edge of the trench as possible.
- **Stability of Adjacent Structures:**
 - Where the stability of adjacent structures is endangered by creation of the trench, they must be underpinned, braced, or otherwise supported.
 - Sidewalks, pavements, etc. shall not be undermined unless a support system or other method of protection is provided.
- **Protection from water accumulation hazards:**
 - It is not allowable for employees to work in trenches with accumulated water. If water control such as pumping is used to prevent water accumulation, this must be monitored by the competent person.
 - If the trench interrupts natural drainage of surface water, ditches, dikes or other means must be used to prevent this water from entering the excavation.
- **Additional Requirements:**
 - For mobile equipment operated near the edge of the trench, a warning system such as barricades or stop logs must be used.
 - Employees are not permitted to work underneath loads. Operators may not remain in vehicles being loaded unless vehicles are equipped with adequate protection as per 1926.601(b)(6).
 - Employees must wear high-visibility clothing in traffic work zones.
 - Air monitoring must be conducted in trenches deeper than 4ø if the potential for a hazardous atmosphere exists. If a hazardous atmosphere is found to exist (e.g., O₂ <19.5% or >23.5%, 20% LEL, specific chemical hazard), adequate protections shall be taken such as ventilation of the space.
 - Walkways are required where employees must cross over the trench. Walkways with guardrails must be provided for crossing over trenches > 6ø deep.
 - Employees must be protected from loose rock or soil through protections such as scaling or protective barricades.

END OF SECTION